

ZB# 01-52

**Bila Family Partnership /
Orange County Trust**

65-2-12.1

Prelim.

Sept. 24, 2001

Public Hearing:

Oct. 22, 2001.

Granted

Refund \$ 394.00

#01-52 Bila Family Partners/OC Trust

Sign Area - 65-2-12.1

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Delivered an original to
Fred on
March 26, 2001

WOLFF & SAMSON DRAFT 1/26/01

AGREEMENT OF LEASE

BY AND BETWEEN

BILA FAMILY PARTNERSHIP, LANDLORD

AND

ORANGE COUNTY TRUST CO., TENANT

**Premises: Big V Town Centre
Route 32
Vails Gate, New York**

Dated: January 27, 2001

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AGREEMENT OF LEASE

THIS AGREEMENT made effective as of the 27 day of January, 2001, by and between BILA FAMILY PARTNERSHIP, a New York general partnership, with an address at 158 North Main Street, Florida, New York 10921 (hereinafter called "Landlord") and ORANGE COUNTY TRUST CO., a bank chartered under the laws of the State of New York, with an address at 212 Dolson Avenue, P.O. Box 790, Middletown, New York 10940 (hereinafter called "Tenant").

PREAMBLE

A. BASIC LEASE PROVISIONS AND DEFINITIONS

In addition to other terms elsewhere defined in this Agreement of Lease (hereinafter called "Lease"), the following terms whenever used in this Lease shall have only the meanings set forth in this Article, unless such meanings are expressly modified, limited or expanded elsewhere herein:

(1) Date of Lease: January 27, 2001

(2) Exhibits: The following Exhibits attached to this Lease are incorporated herein and made a part hereof:

Exhibit A:	Site Plan of Demised Premises
Exhibit B:	Plans and Specifications for Landlord's Work
Exhibit C:	Rules and Regulations
Exhibit D:	Landlord's Signage Criteria
Exhibit E:	Tenant's Plans and Specifications for Tenant's Work

(3) Shopping Center: The parcel of real property, with the buildings and improvements thereon constructed, or to be constructed, as such may be expanded from time to time, known as Big "V" Town Centre, as shown on Exhibit A, located on Route 32, Vails Gate, New York. Whenever "gross floor area" or "gross leasable area" is used in this Lease, it shall be deemed to mean the number of square feet of floor space within the exterior faces of the exterior walls, without deduction for any space occupied by or used for columns, stairs, or other interior construction or equipment. The center of the wall shall be used in case of party walls and walls between spaces occupied by two or more separate tenants without deduction. In the event the gross leasable area of the Shopping Center and/or the Demised Premises changes during the Term, Tenant's Proportionate Share (as defined below) shall be adjusted accordingly.

(4) Demised Premises: Store premises identified and/or outlined on Exhibit A hereof and containing, once constructed, approximately 2,500 square feet of gross leasable area.

(5) (a) Initial Term: A period of approximately ten (10) years, commencing on the "Commencement Date", as hereinafter defined, and expiring on the "Expiration Date", as hereinafter defined.

(b) **Renewal Term(s):** Six (6) successive periods of five (5) years each, commencing on the expiration of the Initial Term or other Renewal-Term, as the case may be.

(c) **Lease Term:** The Initial Term and any Renewal Terms are collectively referred to as the "Term".

(6) **Annual Basic Rent:** The following annual basic minimum rents payable in equal monthly installments ("Basic Rent"), in advance, without demand, set-off or deduction whatsoever (except only as may be expressly provided herein), on the first day of each month occurring during the term of this Lease, together with all additional charges to be paid by Tenant, as hereinafter set forth, all to be paid by Tenant to Landlord at Landlord's address or at such other place as landlord may designate in writing, during the following Lease Years (*Note: the Annual Base Rents herein set forth are expressly subject to adjustment as hereinafter provided in Article 1 C) :

<u>Term; Lease Year(s)</u>	<u>*Annual Base Rent</u>	<u>*Monthly Rent</u>
<u>Initial Term</u>		
Lease Years 1-5:	\$37,500.00	\$3,125.00
Lease Years 6-10:	\$43,125.00	\$3,593.75
<u>First Renewal Term</u>		
Lease Years 11-15:	\$49,593.75	\$4,132.81
<u>Second Renewal Term</u>		
Lease Years 16-20:	\$57,032.81	\$4,752.73
<u>Third Renewal Term</u>		
Lease Years 21-25:	\$65,587.73	\$5,465.64
<u>Fourth Renewal Term</u>		
Lease Years 26-30:	\$75,425.89	\$6,285.49
<u>Fifth Renewal Term</u>		
Lease Years 31-35:	\$86,739.77	\$7,228.31

Sixth Renewal Term

Lease Years 36-40:

\$99,750.74

\$8,312.56

- (7) (a) Common Area Charge as defined in Article 3.
- (b) Tenant's Tax Charge as defined in Article 2.
- (c) Tenant's Proportionate Share: One (1%) percent, subject to change as provided for in Article(s) 2.C and 7A

(8) Permitted Use: Tenant shall use the Demised Premises solely for the purposes of the operation of a banking facility, including financial services, with drive-through (hereinafter, the "Permitted Use"). The Permitted Use shall be in accordance with all applicable laws, rules, regulations, ordinances (collectively, "Laws"), and the Demised Premises shall be used for no other purpose whatsoever without the express written consent of Landlord which consent may be withheld in Landlord's sole discretion. Subject to the foregoing, Tenant covenants that it will occupy the Demised Premises upon the Rent Commencement Date and thereafter will continuously, actively and diligently conduct the business permitted hereunder under the name "Orange County Trust Company", or the approved name of any permitted successor-in-interest.

B. DEMISE.

Landlord hereby demises and leases to Tenant and Tenant hereby takes and hires from Landlord the Demised Premises in the Shopping Center.

C. TERM AND LEASE YEAR.

The term of this Lease shall be as identified in A.(5) above (the "Term") and shall commence in accordance with Article A.(5) above and shall expire at midnight on the Expiration Date, unless sooner terminated as provided for herein.

The first Lease Year shall commence on the "Commencement Date", as hereinafter defined, and shall include that portion of time from the Commencement Date up to and including the end of the month in which the first anniversary of the "Rent Commencement Date", as hereinafter defined, shall fall, and each succeeding twelve month period thereafter occurring during the term of this Lease shall be deemed a "Lease Year".

D. ADDITIONAL RENT.

(1) Additional Rent. All monetary amounts specifically due and payable by Tenant to Landlord hereunder, other than Basic rent, shall be deemed "Additional Rent". Hereinafter, "Basic Rent" and "Additional Rent" shall sometimes be referred to as "Rent". Landlord shall have all remedies for the collection of Additional Rent that Landlord has for the non-payment of Basic Rent.

(2) Partial Months. For any fraction of a month in which Tenant is obligated to pay Basic Rent and Additional Rent, Tenant shall pay an amount equal to one-thirtieth (1/30th) of the Basic Rent and Additional Rent per diem. If the Rent Commencement Date is not the first day of a calendar month, then Tenant shall pay said fractional portion of the Basic Rent and Additional Rent on the Rent Commencement Date, in addition to the first full month's Basic Rent and Additional Rent.

(3) Timely Payments.

(a) Tenant's failure to pay Basic Rent or Additional Rent promptly or make other payments required under this Lease may cause Landlord to incur unanticipated costs, which are impractical to ascertain. Therefore, if Landlord does not receive any payment of Basic Rent, Additional Rent or other sums due from Tenant to Landlord within ten (10) days after it becomes due, Tenant shall pay Landlord as Additional Rent a service fee equal to five (5%) percent of the overdue amount. This service fee shall be in addition to reasonable legal fees and costs incurred by Landlord in enforcing this Lease.

(b) Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of two (2%) percentage points per annum over the "Prime Rate" as announced from time to time by Citibank N.A. ("Default Interest") from the due date of such amount. The payment of Default Interest on such amounts shall not extend the due date of any amount owed. If the interest rate specified in this Lease shall exceed the rate permitted by law, the Default Interest shall be deemed to be the maximum legal interest rate permitted by law. Default Interest shall be collected in addition to the service fee as provided for in paragraph (a) above.

GENERAL TERMS AND CONDITIONS

1. CONDITION OF DEMISED PREMISES

A. LANDLORD'S WORK

Landlord shall, at its sole cost and expense, and in accordance with all Laws, construct an exterior shell for the building which will contain the Demised Premises, as such shall be more fully described in plans and specifications to be prepared by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, which shall hereinafter be referred to as Tenant's Plans and Specifications, which, once completed and approved by Landlord shall be annexed hereto as Exhibit "B". The work to be performed by Landlord shall hereinafter be referred to as "Landlord's Work". Landlord shall deliver the Demised Premises to Tenant with Landlord's Work substantially complete such that Tenant is able to reasonably commence the performance of Tenant's Work. The date upon which Landlord so delivers the Demised Premises to Tenant shall be hereinafter referred to as the "Delivery Date." Tenant acknowledges and agrees to the extent, if any, that some of the components of Landlord's Work pertain to Common Areas, such work may be completed in phases, in accordance with Landlord's redevelopment of other portions of the Shopping Center ("Landlord's Redevelopment Work"). In performing Landlord's Redevelopment Work, Landlord agrees to use commercially reasonable efforts to avoid any material and adverse

interference with Tenant's Work. No other work beyond Landlord's Work shall be required to be performed by Landlord.

B. TENANT'S WORK.

Tenant shall, at its cost and expense construct the interior portions of the Demised Premises pursuant to plans and specifications which shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, ("Tenant's Plans and Specifications"), and which, once complete and approved by Landlord shall be annexed as Exhibit "E". Following the Delivery Date, Tenant shall diligently perform all of Tenant's Work, including any and all work required to prepare the Demised Premises for the commencement of Tenant's business operations therein (hereinafter called "Tenant's Work") and obtain approval with respect thereto as may be required in order that a Certificate of Occupancy may be obtained by Tenant for the Demised Premises. The taking of occupancy of the whole or any part of the Demised Premises by Tenant shall be conclusive evidence that Tenant accepts possession of the same and that the Demised Premises so occupied and the Building of which the same form a part were in good and satisfactory condition at the time such occupancy was so taken and in accordance with the terms and conditions of this Lease; provided that upon taking such occupancy of the Demised Premises, Tenant shall provide Landlord with a list of any minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed ("Punch List Items") and Landlord shall promptly commence to correct any such Punch List Items within such reasonable time as required and shall diligently prosecute same to completion. Following completion of all of Tenant's Work, Tenant shall also furnish Landlord with complete "as-built" plans and specifications showing such fixturing, interior finishes and other work or equipment to be done or installed by Tenant at the Demised Premises, all of which shall be subject to Landlord's written approval, which approval shall not be unreasonably withheld or delayed. If Landlord shall not so approve Tenant's plans and specifications, it shall so notify Tenant and specify the work objected to, and Tenant agrees that it will comply with the same to be revised so as to remove or correct the work objected to by Landlord provided the same is not an unreasonable request. Tenant shall not perform any work until approved by Landlord. Tenant shall, at its cost and expense, apply for and proceed in good faith and with all diligence to obtain all government permits and approvals required for the performance of Tenant's Work and to obtain any Certificate of Occupancy which may be required for the conduct of its business at the Demised Premises. All improvements and installations to be made, performed or installed by Tenant shall be provided at Tenant's sole cost and expense and shall be performed in compliance with all Laws and requirements of governmental authorities and Landlord's insurance companies and shall upon installation or performance thereof, become the property of Landlord.

C. ADJUSTMENT TO BASIC RENT.

Notwithstanding anything herein above contained to the contrary, the parties agree that the Annual Base Rent to be paid by Tenant as herein set forth, assumes that the total cost incurred by Landlord in the performance of Landlord's Work (both hard and soft-costs) shall not exceed \$253,000 ("Landlord's Anticipated Cost"), which amount is inclusive of a \$7,000 credit due Tenant from Landlord for certain architectural fees with respect to the exterior of the

building containing the Demised Premises. Once approved plans and specifications for Landlord's Work have been completed, Landlord will submit such plans and specifications for bid. Tenant shall be kept apprised of the results thereof. In the event that the final cost incurred by Landlord in the performance of Landlord's Work shall exceed Landlord's Anticipated Cost (such amount to be referred to as "Excess Cost"), Basic Rent shall be adjusted hereunder, as follows. In the event that the performance of Landlord's Work incurs Excess Cost, Tenant shall pay such Excess Cost to Landlord on the Rent Commencement Date; alternatively, in the event that the amount of such Excess Cost shall not have been determined as of the Rent Commencement Date, then Tenant shall make such payment within ten (10) days after the Excess Cost shall have been determined, except that Tenant shall have the right, by giving notice to Landlord on or before the date on which such payment is to be made, in lieu of paying such amount to Landlord, to increase Basic Rent by the annual amount necessary to fully amortize the Excess Cost (or such part thereof as designated by Tenant with the balance to be paid by Tenant in accordance with the foregoing), over the initial term of this Lease, plus interest thereon at the rate of eleven (11%) per cent per annum. In the event that Tenant elects to so increase Basic Rent, then, Landlord and Tenant shall execute and deliver to each other a modification agreement of this Lease setting forth the increased Basic Rent. It is agreed that any costs or expenses incurred by virtue of the acts or omissions of Landlord, its agents, contractors or employees and not related to any Tenant Delay, shall not be considered Excess Cost.

**D. DELIVERY DATE; COMMENCEMENT DATE; RENT COMMENCEMENT;
TENANT DELAY.**

1. The parties anticipate that Landlord shall commence Landlord's Work within thirty (30) days of the date upon which Tenant has obtained its "Banking Approvals", as hereinafter defined, but in no event earlier than March 1, 2001. Subject to the provisions of this Lease, including, but not limited to Article 1 D 3, in the event that Landlord is unable to give possession of the Demised Premises because of the fact that Landlord's Work has not been completed, any reason of "Tenant Delay", as hereinafter defined, or for any other reason, subject to the provisions of Article 1 D 3, Landlord shall not be subject to any liability for failure to give possession and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term of this Lease, but the Rent payable hereunder shall be abated (provided Tenant is not responsible for Landlord's inability to deliver possession) until after Landlord shall have given Tenant written notice that possession of the Demised Premises is available to Tenant for the commencement of Tenant's Work. If permission is given to Tenant to enter into the possession of the Demised Premises, or any portion thereof, prior to the actual Delivery Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, excluding the covenant to pay Rent. The date on which Landlord and Tenant shall have first executed this Lease shall be referred to as the "Commencement Date."

2. Tenant's obligation to pay Rent shall commence on the earlier to occur of either: (a) the date upon which Tenant first opens to the public for business, or (b) the date which is one-hundred eighty (180) days following the Delivery Date (hereinafter, the "Rent Commencement Date").

3. Notwithstanding anything herein to the contrary, in the event that the Delivery Date shall not have occurred by October 1, 2001, and there has been no "Tenant Delay" as hereinafter defined, then, subject to Article 27, Tenant's sole and exclusive remedy on account thereof shall be the right to terminate this Lease, without liability, upon notice given to Landlord no later than October 10, 2001, TIME BEING OF THE ESSENCE, in which event the Lease shall be deemed to be of not further effect or consequence.

4. Notwithstanding anything herein to the contrary, in the event that a delay in the performance of Landlord's Work occurs because: (a) of any change requested by Tenant to the Landlord's proposed Plans and Specifications for Landlord's Work, or any work to be performed by Landlord for Tenant to ready the Demised Premises for occupancy, (b) of Tenant's changes in previously approved Plans and Specifications; (c) of any specification by Tenant of materials or installations which are otherwise not in keeping with Landlord's standard with respect to other portions of the Shopping Center, (d) Tenant delays in responding to any Plans and Specifications submitted by Landlord for its review or otherwise fails to comply with any specific time schedules set forth herein, (e) Tenant otherwise delays completion of the Landlord's Work, (f) the failure of Tenant to make decisions or provide information as required by the Lease within ten (10) business days after request therefor from Landlord; (g) of the interference with the performance of Landlord's Work caused by Tenant or Tenant's contractors, agents or employees, or (h) Tenant's failure to timely obtain its "Banking Approval", as hereinafter defined, (each day of delay caused by any such event shall be a "Tenant Delay", the Delivery Date and the date by which Tenant shall be entitled to terminate the Lease for a delay in the Delivery Date, as set forth in Article 1 D 3, shall be correspondingly postponed in an amount equal to the total amount of days totaling such Tenant Delay. In addition, for each day of all Tenant Delays, Tenant shall pay to Landlord all reasonable costs incurred by Landlord attributable to such Tenant Delay upon demand.

E. PERFORMANCE OF TENANT'S WORK.

Tenant shall, with due diligence following the Delivery Date, commence Tenant's Work, and install its fixtures in accordance with the plans and specifications theretofore submitted to and approved by Landlord, in accordance with all Laws and without interference with other work being done in the building or the Shopping Center and in compliance with all reasonable rules which Landlord may reasonably require. Landlord shall have no responsibility for any loss of or damage to any of Tenant's fixtures or property so installed or left in the Demised Premises. Tenant shall furnish Landlord with all certificates and approvals relating to Tenant's Work which may be required by any governmental authority for the issuance of a Certificate of Occupancy or other approval of the building in which the Demised Premises are located, or by the applicable state Board of Fire Underwriters or the National Board of Fire Underwriters or other similar body or bodies having jurisdiction. Tenant shall exercise due diligence in order to open the Demised Premises for business as soon as reasonably possible thereafter.

2. TAXES.

A. The term "Taxes" shall mean the aggregate of all real estate taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including without limitation assessments for public improvements or benefits and interest on unpaid installments thereof) or payments in lieu of taxes; which may be levied, assessed or imposed upon the Shopping Center or become liens upon or arise out of or due to the use, occupancy or possession of the Shopping Center (land, buildings, leasehold improvements, betterments and other permanent improvements) from time to time. The term "Taxes" shall not, however, include inheritance, estate, succession, transfer, gift, franchise, corporation, income or excess profit tax imposed upon Landlord or the Shopping Center, nor shall it include any fines, penalties or late charges imposed as a result of Landlord's failure to timely pay Taxes; provided, however, that if at any time during the term of this Lease the methods of taxation prevailing on the Commencement Date of this Lease shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the taxes now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rents received from the Shopping Center; or (ii) a license fee measured by the rents receivable by Landlord from the Shopping Center; or (iii) a tax or license imposed upon Landlord from the Shopping Center or any portion thereof, then such tax or fee shall be included in the computation of Taxes, computed as if the amount of such tax or fee so payable were that part due if the Shopping Center were the only property of Landlord subject thereto.

B. The term "Tax Year" shall mean the twelve (12) month period established as the real estate tax year by the taxing authorities having jurisdiction over the Shopping Center.

C. The term "Tenant's Tax Charge" shall mean an amount equal to the product obtained by multiplying Taxes for each Tax Year by Tenant's Proportionate Share. "Tenant's Proportionate Share" shall mean a fraction, the numerator of which is the gross leasable floor area in the Demised Premises and the denominator of which is the gross leasable floor area of the Shopping Center, which as of the execution of this Lease is one (1%) percent. In the event that the gross leasable area of the Shopping Center shall be materially increased or decreased during the term of this Lease, Tenant's Proportionate Share shall be correspondingly adjusted.

D. Tenant's Tax Charge (as the same may be subsequently increased or decreased) shall be paid to Landlord as Additional Rent in equal monthly installments in advance on the first day of each calendar month during each lease year. If on the first day of any calendar month the amount of Taxes payable during the then current Tax Year shall not have been determined by the taxing authority, then the Tenant's Tax Charge then payable by Tenant shall be estimated by Landlord, subject to adjustment when the amount of such Taxes shall be determined. Within sixty (60) days after the end of each Tax Year, Landlord shall deliver to Tenant a copy of all tax bills for such Tax Year, and certify to Tenant the amount of Tenant's Tax Charge. If the amount of such monthly payments paid by Tenant exceeds the actual amount due, the overpayment shall be credited on Tenant's next succeeding payment; or if overpayment occurs during the last Lease Year of the Term, if Tenant is not in default hereunder, Landlord will refund such excess to Tenant with thirty (30) days following the expiration of the term, if Tenant is not in default hereunder. If the amount of such monthly payments paid by Tenant shall be less than the actual

amount due, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, within ten (10) days after demand therefore by Landlord, or, on the first day of the following month, whichever is later.

E. For the Tax Year in which the Lease commences or terminates, Tenant's Tax Charge shall be prorated.

F. Tenant shall pay, or reimburse Landlord upon Landlord's demand if the same are levied against Landlord or the Shopping Center), before delinquency, any and all taxes, assessments, license fees and public charge, or whatever kind or nature, levied or assessed and/or payable during the term by any governmental authority against Tenant's business in the Demised Premises, whether in the nature of a license, fee, tax or similar charge or otherwise, or against the fixtures, furniture, appliances, inventory or any other personal property located on the Demised Premises or used in connection with the Demised Premises by Tenant.

G. In the event that Landlord is permitted to pay any assessments in installments and Landlord makes such election, then in such event only those installments applicable to the Term hereof shall be included when determining Tenant's share of taxes. Landlord shall have the sole, absolute and unrestricted right, but not the obligation to contest the validity or amount of any tax by appropriate proceedings, and if Landlord shall voluntarily institute any such contest it shall have the sole, absolute and unrestricted right to settle any negotiation, contest, proceeding or action upon whatsoever terms Landlord may, in its sole discretion, determine. In the event Landlord receives any refund of such Taxes for which Tenant actually paid (and provided Tenant is not then in default under this Lease) Landlord shall credit such proportion of the refund as shall be allocable to the Tenant's Tax Charge (less Tenant's Proportionate Share of costs, expenses and reasonable attorneys' fees) against the next succeeding payments of Tenant's Tax Charge due from Tenant.

3. COMMON AREAS

A. COMMON AREAS.

Landlord grants to Tenant, in common with Landlord as the fee owner, and the other tenants of the Shopping Center and their agents, employees, customers and persons doing work for or business with occupants of the Shopping Center, the non-exclusive right, in common with such other users, to use the "Common Areas" of the Shopping Center (consisting of the parking areas, roadways, pathways, sidewalks, landscaped areas and entrances and exits, all as designated by Landlord from time to time, for common use in the Shopping Center) for ingress/egress and parking, subject to reasonable rules and regulations described in Article 14 hereof.

B. MAINTENANCE OF COMMON AREAS.

Landlord shall maintain the Common Areas of the Shopping Center in a manner keeping with shopping centers of the same type and in connection therewith shall have the right to expend, in its sole discretion, such sums as may be required (i) to maintain, clean and keep in

good repair (including the making of any necessary replacements) all portions of the Common Areas, including, but not limited to, repaving, roads, hydrants and sprinkler appurtenances and equipment (both within and outside of Common Areas) (including stand-by charges), driveways, sidewalks, curbs, culverts and drainage facilities, storm drainage pipe, including manholes, resurfacing, planting, replanting, landscaping, and maintaining barriers, retaining walls, fences, gates, grading, directional and Shopping Center signs, including, without limitation, the pylon sign, marking of the parking area, sewer and water supply lines and facilities servicing the Common Areas, and other outside service and utility lines, including electric lines, pipes and installation of every kind serving the buildings in the Shopping Center; (ii) to keep the Common Areas reasonably free from accumulated snow and ice and open for use and fully lighted during all business hours, and to remove trash, rubbish, garbage and other refuse; (iii) to keep the curb cuts of the Shopping Center and to keep the sidewalks and curbs, if any, adjacent to and immediately in front of the Shopping Center in good condition and repair and reasonably free from accumulated snow, ice and refuse, and to comply with all governmental requirements respecting same; (iv) to keep the Common Areas safe and secure, including but not limited to the maintenance and supervision of a security police force; (v) to include the Common Areas and the said curb cuts and the sidewalks and curbs aforesaid, if any, covered by public liability insurance, protecting Landlord against all claims for personal injury and property damage occurring thereon and such other coverage as Landlord may reasonably determine, all in limits of coverage as great as Landlord shall reasonably deem prudent or necessary. If such insurance shall be carried under a blanket policy covering other locations of Landlord, the pro-rata premium costs attributable to this Shopping Center shall be included in Common Area Charges, and (vi) such other sums reasonably necessary in Landlord's sole but prudent business judgment to keep the Common Areas clean and in good repair, order and condition.

C. CONTROL OF COMMON AREAS.

Between Landlord and Tenant, the Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, change and enforce reasonable rules and regulations with respect to the Common Areas and Tenant agrees to abide by and conform with such rules and regulations, including the designation of "No Employee Parking Areas". The right of customers to use the parking facilities shall apply only while they are shopping in the Shopping Center. Tenant agrees that it and its employees shall park their trucks, delivery vehicles and automobiles only in such of the parking areas as Landlord may, from time to time reasonably designate for use for that purpose. Landlord shall have the right to close any part of the Common Areas for such time as may, in the opinion of Landlord, be necessary to prevent a dedication thereof, or the accrual of any rights in any person, or to clean and repair the same, and to close any part of the parking areas for such time as Landlord deems necessary in order to discourage non-customer parking and to do other things in the parking areas as Landlord, in its reasonable discretion, deems reasonable and necessary for the benefit of the Shopping Center. Landlord reserves the right from time to time to make changes, additions and reductions in and to the buildings and Common Areas in the Shopping Center; provided, however, that the size and location of the Demised Premises shall not be changed without Tenant's prior written consent.

In exercising any of Landlord's rights under this Lease and the nature of the rights set forth in this Article, Landlord agrees (i) not to materially reduce the amount of parking area for the Shopping Center, nor, in any event, below the lesser of that which is permitted to exist or that which is required by local code unless Landlord can, in any such event, provide reasonably adequate parking contiguous to the Demised Premises which is reasonably acceptable to Tenant, (ii) not to materially or unduly interfere with the operation of Tenant's business from the Demised Premises, nor the ingress or egress thereof, and (iii) to diligently prosecute to completion any repairs, alterations, additions, or improvements to the Common Area or the Shopping Center which Landlord is required or elects to perform pursuant to the terms of this Lease.

D. COMMON AREA CHARGES.

Tenant agrees to pay Landlord, as Additional Rent, its Proportionate Share of the total costs of maintaining the Common Areas in the Shopping Center, including all buildings and roofs located at the Shopping Center (herein called "Common Area Charge") including but not limited to: (i) liability, personal injury, property damage, automobile parking lot, sign, fire, casualty, all risk (including rent insurance), workmen's compensation insurance and other insurance premiums and costs relating to all buildings and Common Areas in the Shopping Center; (ii) maintenance, repairs, replacements of or to the Common Areas or portions or elements thereof, including all buildings, the parking lot and roofs located at the Shopping Center, including all maintenance, repairs and costs described in this Article, and maintenance, repair and depreciation of equipment used for such purposes except for those items set forth below; (iii) all costs and expenses of every kind and nature paid or incurred in connection with the operating, maintaining and servicing the Shopping Center, all of the salaries, charges and costs incurred in complying with this Article; and (iv) an administrative fee of fifteen (15%) percent of Tenant's Common Area Charge paid to or assessed by Landlord, or paid or incurred by Landlord to a third party or to an entity or person affiliated with Landlord. The Common Area Charge payable by Tenant shall be equal to the product obtained by multiplying the above total costs for each calendar year (or fractional part of a calendar year) by Tenant's Proportionate Share.

Notwithstanding anything in this Lease to the contrary, Common Area Charges shall expressly exclude expenditures for land acquisition and depreciation of the original cost of constructing the Shopping Center but shall include capital repairs and improvements to the extent that any Common Area Charges attributable to such repairs and improvements shall be amortized over their respective useful life as is determined by generally accepted accounting standards.

The Common Area Charge payable by Tenant under this Article shall be paid in advance in monthly installments on the first day of each calendar month during each lease year in an amount reasonably estimated by Landlord. Within ninety (90) days after the end of each calendar year (or fractional part of a calendar year) Landlord shall furnish Tenant an itemized statement summarizing the actual operating cost for the preceding calendar year (or fractional part of a calendar year) and setting forth the method by which the Common Area Charge payable by Tenant was arrived at as herein provided. To the extent the aggregate of the monthly Common Area Charge paid by Tenant during such calendar year (or fractional part of a calendar year) exceeds the amount which is payable by Tenant for such calendar year (or fractional part of a calendar year) as hereinabove

provided, the difference shall be credited against the next succeeding monthly Common Area Charge to be made by Tenant under this Article or refunded to Tenant if at the end of the Term. If the aggregate of the monthly Common Area Charges paid by Tenant during such calendar year (or fractional part of a calendar year) is less than the actual amount due, Tenant shall pay Landlord the difference between the amount paid by Tenant and the actual amount due, within ten (10) days of demand therefor by Landlord, or on the first day of the following calendar month, whichever is later. Any claim by Tenant for revision of any statement submitted by Landlord hereunder for any calendar year (or fractional part of a calendar year), shall be deemed waived and discharged if Tenant fails to object thereto within one hundred eighty (180) days after receipt thereof. For the calendar year (or fractional part of a calendar year) in which this Lease commences or terminates, Tenant's Common Area Charge shall be prorated, if applicable.

Within the one hundred eighty (180) day period after any such Landlord's statement is rendered, Tenant shall have the right to inspect and audit all records maintained by Landlord at its offices, for the benefit of Tenant with respect to Common Area Charges so that Tenant can determine that such Common Area Charge has, in fact, been paid or incurred. In connection therewith, Landlord shall make available to Tenant, at Landlord's offices, at a mutually convenient date and time, copies of all invoices and computer printouts with respect to any such records maintained by Landlord. Pending the determination of such inspection and audit, Tenant shall pay Common Area Charges in accordance with the applicable Landlord statement without prejudice to Tenant's position. If any dispute shall be determined in Tenant's favor, and such resolution shall show that Landlord overcharged Tenant in excess of 10% of its actual Proportionate Share of Common Area Charges, then, in such event, Landlord shall pay the reasonable costs and expenses of conducting Tenant's audit.

4. COMPLIANCE WITH LAWS, ORDERS.

Tenant shall comply, at its sole cost and expense, with the requirements of all laws, orders, ordinances and regulations of all governmental authorities and shall not use the Demised Premises in such manner as to constitute a violation of the permitted use of the same, and shall not bring or permit to be brought or kept in or on the Demised Premises, any flammable, combustible or explosive fluids, materials, chemicals or other substances and shall not permit any cooking (other than by microwave to the extent permitted by applicable laws), unless expressly authorized by this Lease, or permit any unusual or objectionable odors to permeate from the Demised Premises, or do or permit any act upon the Demised Premises which might subject Landlord to any liability or responsibility for injury to any person or damage to any property by reason of any business or operation being conducted in the Demised Premises. Tenant shall comply with all rules, orders or requirements of the New York and National Boards of Fire Underwriters, Fire Insurance Rating Organizations and other similar body or bodies having jurisdiction, and shall not do or permit or bring or keep anything in the Demised Premises which shall increase the rate of fire insurance on the building of which the Demised Premises are a part or on the property kept therein over that in effect at the commencement of the Term, and should Tenant fail to do so, Tenant shall reimburse Landlord on demand as Additional Rent hereunder for the increase on all insurance premiums thereafter payable and which shall be charged because of such violation by Tenant. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or makeup of rates for the building or the Demised Premises, issued by the New York Fire Insurance Rating Organization or other body

fixing the fire insurance rates, shall be conclusive of the facts therein stated and of the items and charges in the fire insurance rate then applicable to said building or the Demised Premises.

5. REPAIRS.

The Tenant has examined the Demised Premises and has entered into this Lease without any representation on the part of the Landlord as to the conditions thereof and is leasing and accepting the Demised Premises "AS IS", except as otherwise expressly set forth herein with respect to Landlord's Work. No representations or promises, except as are specified herein, have been made on the part of the Landlord, its agents, employees or representatives, or by any real estate broker, prior to or at the execution of this Lease and Landlord is not bound by and Tenant will make no claim on account of, any representation, promise or assurance, expressed or implied, with respect to condition, repairs, changes, improvements, services, accommodations, concessions or any other matter, other than as contained herein. Tenant covenants throughout the Term hereof, at its sole cost and expense, to keep and maintain the non-structural portions of the Demised Premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air conditioning, electrical, gas and like fixtures and equipment, also door frames and glass within the same, windows and window frames, and all signs of Tenant erected outside of the Demised Premises, in good repair, order and condition, making all repairs and/or replacements thereto as may be required, all repairs to be of the same quality, design and class as the original work. Tenant shall, at its sole cost and expense, during the term hereof, maintain and keep in full force and effect, a maintenance contract acceptable to Landlord on the HVAC unit servicing the Demised Premises.

Landlord shall, as a part of Common Area Charges, maintain and, replace (if not damaged by the negligence of the Tenant, its employees, agents, contractors or invitees) and repair the roof and the system for drainage of water therefrom, the foundation, the exterior walls (excluding all windows, window glass, plate glass and all doors of the Demised Premises) and the structural portions of the Demised Premises.

Tenant shall give immediate written notice to Landlord of the need for any repairs, corrections or replacements which Landlord is required to make in accordance with the terms of this Lease, and Landlord shall proceed promptly to make such repairs, corrections or replacements. When performing any repairs which involve the Demised Premises, Landlord shall use commercially reasonable efforts to keep interference with Tenant's business to a minimum and Landlord shall perform such work in a good and workmanlike manner and shall diligently prosecute such work to completion.

6. ALTERATIONS AND IMPROVEMENTS; FIXTURES AND EQUIPMENT.

A. Tenant shall not make or cause to be made any exterior or structural alterations, additions or improvements in or to the Demised Premises, without submitting to the Landlord plans and specifications therefore and obtaining Landlord's consent thereto, which consent shall be subject to Landlord's sole and exclusive discretion and approval. Tenant shall be responsible for obtaining all necessary permits in connection with any alterations or improvements to be made by Tenant. Tenant hereby covenants that any work performed in the Demised Premises shall be in compliance with all laws, ordinances and regulations affecting the Demised Premises.

Tenant shall have the right at all times during the term of the Lease to make alterations of a non-structural nature to the Demised Premises and to remodel the interior thereof, as Tenant may deem desirable or necessary, upon Landlord's consent, not to be unreasonably withheld, delayed or conditioned. The foregoing shall include, but not be limited to, the right to erect or install shelves, bins, machinery, air conditioning or heating equipment, trade fixtures and security devices provided that Tenant complies with all applicable governmental laws, ordinances and regulations and provided that such alterations and/or remodeling do not adversely affect the mechanical or utility systems which do not serve the Demised Premises exclusively, the structural integrity of the building of which the Demised Premises are a part, the storefront of the Demised Premises, the roof of the Building or other tenants of the Shopping Center. Tenant shall not enter upon the roof for any purpose without Landlord's prior written approval, which shall not be unreasonably withheld, delayed or conditioned.

B. On the last day of the term or on the sooner termination thereof, Tenant shall (i) peaceably surrender the Demised Premises broom-clean, in good order and condition except for reasonable wear and tear and damage by casualty; and (ii) at its expense remove from the Demised Premises the signs, movable furniture, trade fixtures and carpeting which were furnished and installed by and at Tenant's sole cost and expense ("Tenant's Property"), and any of Tenant's Property not so removed may, at Landlord's election and without limiting Landlord's right to compel removal thereof, be deemed abandoned and removed at Tenant's expense. Any damage to the Demised Premises caused by Tenant in the removal of Tenant's Property shall be repaired by and at Tenant's expense.

C. The title to all permanent alterations, additions, improvements, repairs, decorations (including any hard surface, bonded or adhesively affixed flooring), heating and air conditioning equipment and fixtures (other than Tenant's Property) which shall have been made, furnished or installed by or at the expense of either Landlord or Tenant in or upon the Demised Premises, including, but not limited to any portion of Tenant's Work, shall vest in Landlord upon the installation thereof, and the same shall remain upon and be surrendered with the Demised Premises as a part thereof, without disturbance and without charge.

7. INDEMNITY, LIABILITY AND PROPERTY INSURANCE.

A. Tenant hereby agrees to defend and indemnify Landlord and to hold Landlord harmless from and against any claim or any loss, damage, liability, cost and expense (including reasonable attorneys' fees, reasonable costs of investigation, defense and disbursements), which Landlord may suffer or incur as a result of or arising from acts or omissions of the Tenant, its employees, agents, contractors, licensees and invitees in, on or about the Demised Premises and the Shopping Center, or relating to any business or other activities of Tenant conducted on or about the Shopping Center.

B. Tenant shall, at its own expense during the term hereof, maintain and deliver to Landlord on the date that the Demised Premises shall be delivered to Tenant, public liability, property damage and plate glass insurance policies with respect to the Demised Premises, with limits of at least \$3,000,000.00 for each claim with respect to any one death or bodily injury,

\$1,000,000.00 with respect to damage to property and with full coverage for plate glass. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord with provision for at least ten (10) days' written notice of cancellation. At least ten (10) days before the expiration of any such policy, Tenant shall supply Landlord with a substitute therefor, with evidence of payment of premiums thereof. If such premiums shall not be so paid and/or the policies therefor shall not be so delivered, the Landlord may procure (following written notice to Tenant), and/or pay for the same and the amounts so paid by Landlord, shall be added to the installment of monthly rent becoming due on the first of the next succeeding month and shall be collected as an additional charge.

C. In addition, Tenant shall, at its own expense during the term hereof, maintain and deliver to Landlord on the date that the Demised Premises shall be delivered to Tenant, insurance upon the Tenant's personal property, merchandise, fixtures, furnishings and equipment, including Tenant's Work, in an amount equal to the full replacement value thereof (including an "agreed amount" endorsement), including any increase in value resulting from increased costs, with coverage against such perils and casualties as are commonly included in "all risk" insurance policies (including breakage of glass within the Demised Premises, sprinkler leakage and collapse) and if commercially available at competitive rates, back-up of sewers and drains in the Demised Premises installed by or on behalf of Tenant (or anyone claiming under or through Tenant).

The foregoing insurance policies shall name Landlord and any other party it may reasonably designate as additional insureds, as their respective interests may appear.

8. MECHANICS' LIENS.

A. Tenant shall not suffer any mechanics' or materialmen's lien to be filed against the Demised Premises or the Shopping Center by reason of work, labor, services or materials performed or furnished to Tenant or anyone holding any part of the Demised Premises under Tenant. If any such lien shall at any time be filed as aforesaid, Tenant may contest the same in good faith, but notwithstanding such contest, Tenant shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond order of a court of competent jurisdiction or otherwise. In the event of Tenant's failure to release of record any such lien within the aforesaid period, Landlord may remove said lien by paying the full amount thereof or by bonding or in any other manner Landlord deems appropriate, and irrespective of the fact that Tenant may contest the propriety or the amount thereof, Tenant, upon demand, shall pay Landlord the amount so paid out by Landlord and prior written notice by Landlord, shall pay, bond or discharge such lien, within twenty (20) days of receipt of said notice, in the amount required to discharge or bond of said lien. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Demised Premises to any lien or liability under the lien laws of the State of New York.

B. Tenant shall not create or suffer to be created a security interest or other lien against any improvements, additions or other construction made by Tenant in or to the Demised Premises or against any equipment or fixtures installed by Tenant therein (other than Tenant's Property) and should any security interest be created in breach of the foregoing, Landlord shall

be entitled to discharge the same by exercising the rights and remedies afforded Landlord under the provisions of subparagraph A of this Article.

9. ASSIGNMENT, SUBLETTING.

A. (1) Except as set forth below, Tenant may not assign, mortgage, pledge, encumber or otherwise transfer its interest under this Lease or sublet all or any portion of the Demised Premises to a third party without the prior written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Landlord shall approve or disapprove a proposed assignment or subletting within fifteen (15) business days of its receipt of the information described in Article 10C below. For purposes of this Section, an assignment shall include any direct or indirect transfer of fifty percent (50%) or more of the stock of the Tenant if the Tenant is a corporation, either to an individual or entity who is not currently a shareholder of the Tenant or a family member of an existing shareholder of Tenant, or, fifty percent (50%) or more of the equitable or other interests of the Tenant if the Tenant is a partnership, individual, or other non-corporate entity.

(2) Notwithstanding anything to the contrary in paragraph (a) above, the Tenant may, without the Landlord's consent, assign or otherwise transfer this Lease to (i) any member of the controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code of 1986) of which Tenant is a member, or (ii) to any corporation or other entity which acquires substantially all of Tenant's stock or assets and which executes an assumption agreement assuming the performance of all of the terms, covenants and conditions of this Lease and which shall use the Demised Premises in accordance herewith, if the net worth of the assignee immediately subsequent to such merger, consolidation, sale or other transfer is equal to or greater than that of the assignor immediately prior to such merger, consolidation, sale or other transfer.

(3) Notwithstanding anything to the contrary in paragraph A(1) and (2) above, any proposed assignee or sublessee shall be required to satisfy all of the following conditions (as reasonably determined by Landlord): (i) said assignee or sublessee shall agree to use, and continue to use, the Demised Premises in accordance with this Lease, including but not limited to Article A(8) hereinabove; (ii) the reputation of the assignee or sublessee in the industry in which it is engaged is equal to or better than that of Tenant; (iii) said assignee or sublessee shall execute an assignment and assumption agreement or a sublease in form acceptable to Landlord and a duplicate original thereof is delivered to the Landlord upon execution; (iv) the net worth of such assignee or sublessee shall be equal to or greater than the greater of \$1,000,000 or the tangible net worth (i.e., exclusive of the value of any franchise and/or license rights) of Tenant as of the execution of this Lease; and (v) the operation of the Demised Premises by such assignee or sublessee does not adversely affect (A) the value and/or reputation of the Property; (B) the value and/or utility of the common areas of the Property; and/or (C) the use of the Property by any other tenants or any other prospective tenant with whom Landlord is then actively negotiating one or more leases. Tenant or any proposed assignee or sublessee shall not change the trade name under which it operates without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the terms and conditions hereof.

(4) Tenant shall have no claim at law or in equity, and hereby waives the right to any claim, against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent to any proposed assignment or subletting and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any such requirement.

(5) Tenant shall pay immediately to Landlord upon delivery of Landlord's written demand therefor an amount equal to Landlord's actual costs and expenses, including but not limited to reasonable fees and expenses, incurred by Landlord in connection with any proposed or consummated assignment or sublease. Tenant's failure to make the payment described herein shall make null and void any assignment or sublease to which such costs and expenses relate.

B. Subject to the exercise by Landlord its rights under Section 10.D hereof, no assignment or subletting of the Demised Premises or other transfer of Tenant's interest in this Lease (as and when same are approved by Landlord) shall in any way affect the terms, conditions, covenants, agreements and provisions of this Lease.

C. Tenant shall notify Landlord in writing of any proposed sublease of all or a portion of the Demised Premises, or of any proposed assignment of this Lease, at least thirty (30) days prior to the proposed commencement date of such sublease or assignment of lease, which notice shall set forth the name and address of the proposed sublessee or assignee, the nature and character of its business, the credit rating and financial statement of the proposed sublessee or assignee, the portion of the Demised Premises to be sublet or assigned together with a drawing thereof and the rental to be paid by such sublessee or assignee, together with all the other terms and conditions of the proposed subletting or assignment of lease (including the proposed documents evidencing the same), and such other information as Landlord may reasonably request.

D. [Intentionally Omitted Prior to Lease Execution].

E. If Landlord shall approve any sublease of the Demised Premises or assignment of this Lease as requested by Tenant, the sublessee or assignee shall assume, by written recordable instrument in form and substance satisfactory to Landlord, duly executed and delivered to Landlord prior to such sublessee or assignee taking possession of the Demised Premises or any part thereof, the due performance of all of Tenant's covenants, conditions and obligations under this Lease, including any accrued obligations at the time of the assignment, subletting or lease (but in no event shall such assumption be deemed a release of Tenant hereunder).

F. Notwithstanding anything to the contrary contained herein and notwithstanding any prior consent by Landlord, no sublessee or assignee shall further sublet the Demised Premises, or any portion thereof, or assign this Lease or any portion thereof, without the prior written consent of Landlord in each instance, and without compliance with the provisions of this Section 10.

G. If Tenant shall sublet the Demised Premises or any portion thereof or assign this Lease with the consent of Landlord, Landlord shall be entitled to be paid an amount equal to fifty (50%) percent of (i) any rent or other consideration paid to Tenant in excess of the Basic Rent and

Additional Rent payable by Tenant pursuant to this Lease during the term of the sublease or assignment, and (ii) any other profit or gain realized by Tenant from such subletting or assignment.

H. If Tenant shall assign or sublet the Demised Premises or any part hereof with the consent of Landlord, the receipt and acceptance of any rent or other sums from another party by Landlord, or Landlord's consent to or acquiescence in the doing of any act or performance of any covenant or condition by such other party in the place of Tenant, shall not be construed or interpreted as a release of Tenant from the covenants herein contained or a waiver of any of Landlord's rights and remedies hereunder. The payment of rent or performance of covenants by such other party shall be construed and interpreted as performance by an agent for and on behalf of Tenant, and Tenant shall continue to be liable under this Lease.

10. LANDLORD'S RIGHT TO ENTER.

Landlord shall have the right to enter upon the Demised Premises at all reasonable hours during Tenant's normal business hours and upon reasonable prior notice for the following purposes: to inspect or protect the same; to effect compliance with any law, order or regulation of any governmental authority having jurisdiction; to exhibit same to prospective purchasers, lenders or tenants; to make or supervise repairs, additions or alterations to the same or the building of which the Demised Premises are a part to the extent herein required or permitted, and to take all materials thereon that may be required therefor; to erect, use and maintain pipes and conduits in and throughout the Demised Premises; and to alter, decorate or otherwise prepare the Demised Premises for occupancy at any time after Tenant has vacated same or shall have removed substantially all of its property therefrom. None of the foregoing shall constitute an actual or constructive eviction of Tenant or a deprivation of its rights, nor subject Landlord to any liability or impose upon Landlord any obligation, responsibility or liability whatsoever, for the case, supervision or repair of the building of which the Demised Premises are a part, or any part thereof, unless any liability occurs due to the act, omission or negligence of Landlord, its employees, agents or contractors, or entitle Tenant to any compensation or diminution or abatement of the rent reserved unless any repairs and/or alterations materially interfere with the conduct of Tenant's business. Landlord shall not be responsible to Tenant for any loss or damage that may accrue to its merchandise or other property by reason of any work done by Landlord in or about the Demised Premises unless such loss or damage is due to the act, omission or negligence of Landlord, its agents, employees or contractors. During the last six (6) months of this Lease, Tenant shall permit Landlord to place upon the exterior of the Demised Premises and the show window the usual "For Rent" or "For Lease" sign.

During any period Landlord shall enter the Demised Premises, Landlord shall use reasonable efforts to keep interference to Tenant's business to a minimum and shall diligently prosecute to completion any repairs, alterations, additions or improvements which involve the Demised Premises.

11. SIGNS.

Tenant shall not maintain or display any signs, lettering or lights on the exterior of the Demised Premises unless approved by Landlord in writing, which approval shall not be unreasonably withheld or delayed, provided same conforms to local requirements and Landlord's

Signage Criteria for same, which Signage Criteria are as set forth herein as Exhibit D. Landlord shall, at Tenant's expense, install a sign identifying Tenant on the Shopping Center pylon sign. Tenant shall provide and maintain a proper sign or signs on the exterior of the Demised Premises and, if requested by Landlord, also an additional sign located over the sidewalk at or near the entrance to the Demised Premises, all of which signs shall be individually lettered and otherwise of such size, color, design, illumination (if any) and location as designated and approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed. No rights are granted to Tenant to use the roof of the Demised Premises without Landlord's written consent. Landlord shall have the right to remove the signs or any of them, at any time or from time during the term of this Lease, as may be necessary in order to paint or make any other repairs, alterations or improvements in or upon said building wherein same is situated, or any part thereof, providing the same be removed and replaced at Landlord's sole cost and expense upon completion of said work and Landlord shall provide temporary signage for Tenant during any such removal of Tenant's sign. Tenant shall at no time utilize any flashing or neon signs or lights in or on the Demised Premises, whether an interior or exterior sign, and the bulbs of all permitted signs and lights shall be replaced as soon as they become defective or lose their intensity.

12. UTILITIES.

Tenant shall pay promptly, as and when the same become due and payable, all water charges, sewer charges or sewer tax, if based on use or consumption of water, gas, electricity, fuel and like utilities used or consumed in or upon the Demised Premises, including the operation of the heating, air conditioning and sprinkler systems for the Demised Premises. Landlord reserves the right to interrupt the supply of water, gas, electric and also sewer service and any other similar utilities for the Demised Premises when required by reason of accident or of repairs, alterations or improvements, until such repairs, alterations or improvements shall have been completed. To the extent not already in place, Tenant shall have the right to arrange for the installation of all required utility meters for the Demised Premises and Tenant shall be responsible for the payment of any deposits or similar charges required to be paid in connection therewith and for the payment of any sewer or other utility assessment, charge or connection fee required to be paid as a result of a change in the nature of a utility service to the Demised Premises after the Commencement Date of this Lease. In no event shall Landlord be responsible or liable for any general, special or consequential damages on account of the failure to supply Tenant, or for the failure of Tenant to receive, any or sufficient utility service. Tenant shall not be entitled to any cessation, abatement, reduction or other offset of rental hereunder in the event of any failure to receive any or sufficient utility service, except to the extent same is caused by the willful acts of Landlord or its agents, contractors or employees.

13. RULES AND REGULATIONS.

Tenant agrees that at all times during the term of this Lease it shall comply with all rules and regulations specified in Exhibit D annexed hereto, together with all reasonable amendments, modifications, deletions and other reasonable rules and regulations for the use and occupancy of the Shopping Center as Landlord may from time to time promulgate.

14. LANDLORD NOT LIABLE.

Landlord and its agents shall not be liable for any loss or damage to property entrusted to their employees or agents, nor for loss of property by theft. Landlord and its agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, or from steam, gas, water or snow which may leak from any part of the Shopping Center, or from the pipes or appliances therein, or from any other part thereof, or from the sub-surface thereunder, or from dampness, or from any other cause, unless Landlord shall have failed to make any required repairs or replacements within a reasonable period of time after Landlord shall have been notified in writing of the need for such repair. Tenant specifically agrees that even if any such damage is brought about by the fault of Landlord, its agents, or employees, under no circumstances shall Landlord, its agents, employees, contractors, subcontractors, beneficiaries, representatives, or their assigns, be liable for any damage to Tenant's inventory and other personal property.

15. EMINENT DOMAIN.

A. If the whole of the Demised Premises shall be taken under the power of eminent domain, then this Lease shall be terminated as of the day possession shall be so taken.

B. If more than fifteen percent (15%) of the floor area of the Demised Premises, or, if more than fifty percent (50%) of the Common Areas or, a minimum of twenty-five (25%) per cent of the parking spaces in the immediate vicinity of the Demised Premises shall be taken under power of eminent domain and reasonable alternative parking not provided by Landlord, Tenant may terminate this Lease by written notice given within thirty (30) days after the date of surrendering possession to the public authority pursuant to such taking, and if Tenant elects not to terminate this Lease, Landlord shall restore and adapt the remaining Demised Premises and the rent shall be reduced as described in subparagraph C of this Article.

C. If Tenant elects not to terminate this Lease, as provided above, this Lease shall not terminate but shall continue in full force and effect, except that the rent shall be reduced in the same proportion that the floor area of the Demised Premises so taken bears to the total floor area demised to Tenant at the time of such taking, and Landlord shall, at its own cost and expense, subject to receipt of any applicable award, make all necessary restorations to the Demised Premises so as to constitute the Demised Premises or the building of which the Demised Premises are a part, a complete architectural unit.

D. All damages awarded for any taking under the power of eminent domain, whether in whole or a part of the Demised Premises, shall belong to and be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or fee of the premises. Notwithstanding the foregoing, Tenant may seek an award against the condemning authority (and not Landlord) for the taking of its personal property, fixtures, the unamortized portion of the cost of any non-removable leasehold improvements for which it (and not Landlord) paid, and for its moving expenses, provided that any such award does not diminish any award of Landlord.

E. If this Lease is terminated as provided in this Article, Tenant shall pay all rent and additional charges and perform all other covenants up to the day that possession is so taken by public authority and Landlord shall make a proportionate refund of any rent or additional charges paid by Tenant in advance.

16. DAMAGE AND DESTRUCTION.

If less than twenty-five percent (25%) of the gross floor area of the Demised Premises should be damaged or destroyed during the term of this Lease by fire or other insurable casualty Landlord shall repair and/or restore the same to substantially the condition the Demised Premises were in immediately prior to such damage or destruction, except as in this Article provided. Landlord shall not be required to, but Tenant shall with due dispatch, replace or restore forthwith any trade fixtures, signs or other installations theretofore installed by Tenant, including but not limited to the improvements constituting "Tenant's Work". Rent payable under this Lease shall be abated proportionately according to the floor area of the Demised Premises which is usable by Tenant. Such abatement shall continue for the period commencing with such damage or destruction and ending with the completion by Landlord or such work or repair and/or reconstruction as Landlord is obligated to do.

Notwithstanding the foregoing, if more than twenty-five percent (25%) of the Demised Premises are damaged or destroyed during the last year of the term of this Lease, or if the Demised Premises shall be rendered wholly untenable, then, in any such event, either Landlord or Tenant may elect to terminate this Lease by giving to the other party notice of such election within thirty (30) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice and rent shall be adjusted as of the date of such casualty.

Notwithstanding anything to the contrary contained herein, in case of any damage or destruction of any part of the Demised Premises or Shopping Center by fire or other casualty which shall substantially interfere with the operation of the business of Tenant, which damage, in Landlord's reasonable estimate, cannot be repaired within one hundred eighty (180) days after the occurrence of such fire or casualty using reasonable diligence, then in such event, either party shall have the right, upon written notice to the other within thirty (30) days of such fire or other casualty, to terminate the Lease, effective as of the date of such casualty. In such event, Tenant shall surrender the Demised Premises and this Lease to Landlord and all rent and additional rent shall be prorated accordingly to the effective date of such casualty.

17. SUBROGATION.

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to, or damage of, property which is or would be covered by any insurance policies maintained, or to be maintained by Landlord or Tenant pursuant to this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party to this Lease.

18. BANKRUPTCY OF TENANT.

A. Upon the filing of a petition by or against Tenant under the United States Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and such filing is not dismissed within sixty (60) days, any trustee who may be appointed, agree as follows: (i) to perform each and every obligation of Tenant under this Lease, until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Demised Premises in an amount equal to all rent and other charges otherwise due pursuant to this Lease; (iii) to reject or assume this Lease within one hundred twenty (120) days of the filing of such petition; (iv) to give Landlord at least forty-five (45) days' prior written notice of any proceeding relating to any assumption of this Lease; (v) to give at least thirty (30) days' prior written notice of any abandonment of the Demised Premises, any such abandonment to be deemed a rejection of this Lease; (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (viii) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

B. No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

C. It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Bankruptcy Code.

D. Including within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of an assumption and/or assignment are the following: (i) the cure of any monetary default and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the use of the Demised Premises for the Permitted Use; (iii) the reorganized debtor or assignee of such debtor-in-possession or of Tenant's trustee demonstrates in writing that it had sufficient background, including but not limited to substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the Demised Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (iv) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (v) the Demised Premise at all times remain a single store and no physical changes of any kind may be made to the Demised Premises unless in compliance with the applicable provisions of this Lease.

19. EVENTS OF DEFAULT; RE-ENTRY; INJUNCTIVE RELIEF; CURE.

If (i) Tenant defaults in the payment of any Basic Rent or Additional Rent and such default continues for five (5) business days after the same has become due; or (ii) Tenant defaults in fulfilling any of the covenants or agreements of this Lease on its part to be kept or performed and such default is not cured or commenced to be cured (and diligently prosecuted to completion

thereafter) within thirty (30) days after notice from Landlord or its agent; or (iii) if this Lease be transferred to or devolve upon any person or corporation other than Tenant, except as may be specifically permitted by this Lease; or (iv) if at any time during the term of this Lease or any renewal or extension thereof a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a part of Tenant's property is filed in any court by Tenant, or if filed against Tenant, same is not vacated within sixty (60) days thereafter; (v) if Tenant makes an assignment for the benefit of creditors, otherwise seeks relief under or is the debtor-party to any insolvency proceedings under any federal or state bankruptcy or insolvency statute; or (vi) Tenant fails to timely complete any Tenant's Work then and in any of such events Landlord, or its agent, may give Tenant a written notice specifying a day not less than five (5) business days thereafter whereupon the term shall end and on the day specified the term of this Lease shall expire as if that day were the day herein fixed for the expiration of the term, and Tenant shall then quit and surrender the Demised Premises to Landlord and Tenant shall remain liable as hereinafter provided. Tenant waives trial by jury in any action or proceeding by Landlord to enforce Landlord's rights or any rights of redemption following termination of this Lease or dispossession of Tenant.

A. ABANDONMENT.

If Tenant shall abandon the Demised Premises, or if the term of this Lease shall expire as hereinbefore provided, or if Tenant fails to take possession of the Demised Premises within ten (10) days after the Delivery Date, Landlord may re-enter the Demised Premises and remove Tenant or its legal representatives or other occupants by summary proceedings or otherwise, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

B. RE-ENTRY.

In case of any re-entry and/or dispossession by summary proceedings the Rent shall become due thereupon and be paid up to the time of such re-entry and/or, dispossession together with such expenses as Landlord may incur for brokerage and/or putting the Demised Premises in good order, or for preparing the same for re-rental. Landlord shall use commercially reasonable efforts to mitigate its damages by seeking to relet the Demised Premises at commercially reasonable rates or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which may otherwise have constitute the balance of the term of this Lease and may grant reasonable concessions of free rent. In no event shall Landlord be required to prefer the Demised Premises over any other vacant space which may exist in the Shopping Center. Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between (i) all Rent and additional charges hereby reserved and/or covenanted to be paid; and (ii) the net amount, if any, of the Rents collected on account of the lease of the Demised Premises for each month of the period which would otherwise have constituted the balance of the Term of this Lease. In computing such liquidated damages, there shall be added to the said deficiency such expenses as Landlord may incur in connection with reletting, such as brokerage, advertising, keeping the Demised Premises in good order and preparing the same for reletting; and any and all reasonable attorneys' fees incurred by Landlord arising out of or related to a failure by Tenant to comply with the terms of this Lease. Any such liquidated damages shall be

paid in monthly installments by Tenant on the rent days specified in this Lease, until Landlord shall elect to accelerate the payment of such liquidated damages, in which event Tenant shall pay Landlord, within ten (10) days after Landlord's demand, an amount equal to any such deficiency between the sums described in subparagraphs (i) and (ii) above, discounted to present value by allowing interest at the rate of six (6%) percent per annum. Any suit brought to collect the amount of such deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by similar proceeding. Landlord, in its reasonable discretion, may make such alteration, repairs, replacements and/or decorations in the Demised Premises as may be necessary for the purpose of reletting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall not be liable for failure to relet the Demised Premises. The words "re-enter" or "re-entry" as used in this Lease shall not be restricted to their technical legal meaning.

C. INJUNCTIVE RELIEF.

In the event of a breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed, or in the event of Landlord's obtaining possession of the Demised Premises by reason of Tenant's violation of the provisions of this Lease.

D. CURE DEFAULTS.

If Tenant shall default in the performance of any provision, covenant or condition on its part to be performed under this Lease, Landlord may, at its option, perform the same for the account and at the expense of Tenant. If Landlord at any time shall be compelled to pay or elects to pay any sum of money or to do any act which requires the payment of any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, or if Landlord incurs any expense in successfully prosecuting or defending any action or proceeding by reason of any default of Tenant under this Lease, the sums so paid by Landlord with interest, costs and damages shall be due from and be paid by Tenant to Landlord as Additional Rent hereunder within thirty (30) days following receipt of a bill therefor and copies of applicable invoices.

20. EXCAVATIONS.

If any excavation or other construction shall be undertaken upon land adjacent to the Demised Premises, Tenant shall afford to the person performing such work, permission to enter upon the Demised Premises for the purpose of doing such work as such party deems necessary to preserve the wall, or the building of which the Demised Premises form a part, from injury or damage and to support the same by proper foundations, and provided such person diligently pursues completion of such excavation, without the same constituting an eviction of Tenant, in whole or in part, and without any claim for damages or indemnity against Landlord, or diminution or abatement of rent unless caused by or arising from the act, omission or neglect of Landlord, its agents,

employees or contractors. The person performing such work shall use reasonable efforts to minimize interference with, or interruption of, Tenant's business operations, but in no event shall Landlord be required to incur any additional expense for work to be done during hours or days other than regular business hours and days of the parties performing such work.

21. NOTICES.

All notices by either party to the other provided for in this Lease shall be in writing and shall be given by either certified or registered mail, return receipt-requested, or by overnight delivery service addressed to Tenant at Tenant's address, and addressed to Landlord at Landlord's address, or to such other addresses as may be designated by either party to the other by like notice and the date on which such notice is received, postage prepaid, shall be the date of the giving of such notice.

22. SUBORDINATION.

This Lease shall be subject to all mortgages or deeds of trust which may now or hereafter affect the Shopping Center, or any portion thereof, whether such mortgages or deeds of trust cover only the Shopping Center or be a blanket mortgage or deed of trust covering other premises in addition to the Shopping Center, and to any renewals, modifications, consolidations, replacements or extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. Tenant shall execute promptly any instrument which Landlord may reasonably request in confirmation of such subordination and hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument for and on behalf of Tenant. Landlord and Tenant further agree to execute and deliver to any mortgagee or trustee requiring same, an amendment of lease incorporating such modifications of the terms and provisions of this Lease as such mortgagee or trustee shall require as a condition precedent to their granting of a loan or commitment secured by a mortgage or deed of trust, as the case may be. Notwithstanding the foregoing, neither Landlord nor Tenant shall be required to execute any amendment of lease which shall modify the provisions of this Lease relating to the amount of Basic Rent reserved, the obligation on Tenant's part to make payments of Taxes and utility expenses and other charges hereunder, the size and location of the Demised Premises, and the duration or rent commencement date of the term or any modification that would increase Tenant's liability or decrease Tenant's rights under this Lease.

23. COVENANT OF QUIET ENJOYMENT.

Landlord covenants and agrees that Tenant, upon paying the Rent herein reserved and performing and observing the covenants, conditions and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the Demised Premises during the term hereof, without any interruption or disturbance from Landlord, subject to the terms and conditions hereof.

24. ADDITIONAL CHARGES.

Whenever in this Lease Tenant is required to pay an "additional charge(s)" or other moneys to Landlord, the same shall be deemed to be Additional Rent, and Landlord shall have all remedies for the collection thereof that Landlord has for the non-payment of rent hereunder.

25. NAME OF SHOPPING CENTER.

Landlord shall have and retain all property rights in and to the use of any name or designation of the Shopping Center and Tenant agrees that Landlord shall have the absolute right to change the name or designation of the Shopping Center at any time or from time to time during the term of this Lease. Tenant shall not have any property right or interest in any name or distinctive designation which may become associated with Tenant's business to be conducted at the Demised Premises or the Shopping Center if such name or designation shall contain any reference to the name or designation of the Shopping Center and Tenant agrees to use the name and designation of the Shopping Center only with the written consent of Landlord.

26. RESTRICTIVE USES.

A. Tenant hereby covenants and agrees that during the term of this Lease Tenant will not use nor allow all or any portion of the Demised Premises to be used or occupied for any unlawful purpose, nor in violation of any Certificate of Occupancy, nor for any lewd or immoral purpose (such as the sale or rental of obscene literature, the sale or rental or showing of films or live entertainment of an explicit sexual nature, and the like), nor for any of the following uses or purposes: an establishment selling, leasing or exhibiting pornographic material, so-called "adult" book store, massage parlor, funeral parlor, bowling alley, billiard parlor, automobile showroom, body and fender shop, automobile service center, car wash, theater of any type, roller or ice skating rink, amusement gallery, game room off-track betting parlor, bar or tavern, an establishment providing any live and/or pre-recorded entertainment of any kind (except for pre-recorded background music incidental to the conduct of a retail business), dance hall or discotheque or any other business providing a place of recreation to its customers, office (other than an office necessary for the operation of, and ancillary to, a permitted use in the Demised Premises, or a retail office whose principal purpose is to provides services to members of the public directly from such office), nor for industrial or warehouse purposes (except that Tenant may use a portion of the Demised Premises as is reasonably necessary to store merchandise which it intends to sell to the public from the Demised Premises), nor in violation of any existing lease, nor engage in the sale of any excluded items, as hereinabove set forth.

B. If at any time during the term of this Lease, Tenant shall discontinue the operation provided in Article A. 8 above for a period of thirty (30) days, (except for such purposes and such duration as may be expressly provided herein) then Landlord shall have the right to terminate the remaining term of this Lease by giving Tenant notice of Landlord's exercise of such option. Such notice of Landlord shall specify a date not earlier than sixty (60) days nor later than one hundred twenty (120) days after the giving of Landlord's notice of termination, which date shall become the termination date of this Lease. If Landlord exercises its option to terminate this Lease as aforesaid, then Tenant shall vacate the Demised Premises

and deliver possession thereof to Landlord on or before the termination date, as if said termination date was the expiration date of the term of this Lease, and commencing thereafter, neither party shall have any further rights against or obligation to the other, except for those obligations accruing prior to the termination date. All Rent and Additional Rent shall be adjusted, and paid or refunded, as the case may be, as of said termination date. If Tenant so discontinues such use of the Demised Premises and Landlord fails to terminate this Lease as hereinabove provided, then, and in such event, Tenant shall remain responsible for all of the terms, covenants and conditions of this Lease.

27. FORCE MAJEURE.

The period of time during which Landlord or Tenant is prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease, except for Tenants obligations to pay Basic Rent or Additional Rent, due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or inability or difficulty to obtain materials, or other causes beyond Landlord's or Tenant's control, shall be added to Landlord's or Tenant's time for performance thereof, and Landlord and Tenant shall have no liability by reason thereof.

28. CERTIFICATION.

At any time after the Commencement Date, Tenant, within ten (10) days after receipt of written request of Landlord, shall execute and deliver to Landlord, without charge, a written declaration, duly acknowledged: (1) ratifying this Lease; (2) confirming the commencement and expiration dates of the Lease term; (3) certifying that Tenant therein is in occupancy of the Demised Premises, the date Tenant commenced operating Tenant's business herein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (4) certifying that Landlord has fulfilled all of its obligations under this Lease, except such as shall be stated; (5) certifying that there are no defenses or offsets against Landlord's enforcement of this Lease by offsets against Landlord's enforcement of this Lease by Landlord, except such as shall be stated; (6) reciting the amount Tenant has paid as prepaid rental and the date to which rental has been paid; and (7) reciting the amount of any security deposit. Tenant further agrees to execute and deliver similar declarations at Tenant's sole cost and expense, from time to time as and when requested by Landlord, Landlord's mortgage lenders, ground or underlying lessors and/or purchasers, and that each of such parties shall be entitled to rely upon any such written declaration made by Tenant.

29. SURRENDER, WAIVER.

No agreement to accept a surrender of the Demised Premises shall be valid unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or of performance of, any covenant or condition of this Lease, or of any rule or regulation, shall not prevent a subsequent act, which would have originally constituted a

violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check nor any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

30. ENTIRE AGREEMENT.

This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such agreement is in writing and signed by the parties.

31. DEFINITION AND EXCULPATION OF LANDLORD.

Notwithstanding anything to the contrary set forth in this Lease, it is specifically understood and agreed by Tenant that there shall be absolutely no personal liability on the part of Landlord, the partners of Landlord or the executrices of the Landlord with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the equity, if any, of Landlord in the Shopping Center for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord; such exculpation of personal liability to be absolute and without any exception whatsoever.

The term "Landlord" as used in this Lease shall mean the holder from time to time of the fee interest in the Shopping Center and if such fee interest be sold or transferred, the seller or assignor shall be entirely relieved of all covenants and obligations under this Lease.

32. BROKER.

Tenant and Landlord represent that no broker or real estate agent brought about this Lease, and that Tenant and Landlord have not had any dealings with any broker or real estate agent in connection with the bringing about of this Lease. Tenant and Landlord agree to indemnify and save the other harmless from and against any claims for commissions due to any other party by virtue of their respective acts or agreements.

33. RECORDATION.

Tenant covenants not to place this Lease on record. At the request of Landlord or Tenant, the parties will execute a memorandum of lease for recording purposes containing references to such provisions of this Lease as Landlord and Tenant shall deem necessary, excluding Basic Rent.

34. CORPORATE RESOLUTION.

In the event Tenant and/or Guarantor under this Lease is a corporation, Tenant agrees to provide a resolution of the board of directors of Tenant's corporation and/or Guarantor's corporation approving the execution of this Lease, within ten (10) days after execution of this Lease.

35. JOINT VENTURE.

The parties hereto state that they have not created and do not intend to create by this Lease a joint venture or partnership relation between them.

36. INTERPRETATION.

The laws of the State of New York shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

37. NO REPRESENTATIONS.

All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease, and Tenant acknowledges and agrees that Landlord, its agents and representatives, have made no representations, warranties or promises with respect to the Shopping Center or the Demised Premises, except as may be expressly set forth herein.

38. SINGULAR, PLURAL.

Whenever a neutral singular pronoun refers to Tenant, same shall be deemed to refer to Tenant if Tenant be an individual, corporation, partnership or two or more individuals, partnerships or corporations.

39. BINDING.

The provisions of this Lease shall be binding on and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

40. HOLDING OVER.

In the event that Tenant shall remain in occupancy of the Demised Premises for any period beyond the expiration of the term of this Lease or any renewals or extensions thereof, such occupancy shall be deemed to be a month-to-month tenancy at two hundred percent (200%) of the Basic Rent for the last Lease Year of the term, subject to all the other provisions of this Lease prevailing such expiration, and by the acceptance of Basic Rent or Additional Rent, Landlord shall not be deemed to create a new or additional tenancy other than aforesaid.

41. NET LEASE.

It is the intention hereby that all rent received by Landlord hereunder shall be on a "net-net" basis, with all charges and costs of every nature whatsoever to be paid by Tenant pro rata, apportioned in the manner herein provided, except as specifically provided for herein.

42. CAPTIONS AND INTERPRETATION.

The captions, section numbers, article numbers and index appearing in this Lease in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for nor against either Landlord or Tenant, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of a Lease by Landlord or Tenant. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application or such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be elected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

43. ATTORNEYS' FEES.

In the event that either party hereto shall bring legal action against the other party, the prevailing party shall be entitled to reimbursement from the other party for all reasonable expenses thus incurred including reasonable attorneys' fees.

44. EFFECTIVENESS OF LEASE.

This Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and the execution of and delivery to Landlord of any other agreement, corporate resolution, or legal opinion required in connection with this Lease. The submission of this Lease for examination does not constitute a reservation of, or option for, the Demised Premises.

45. HAZARDOUS MATERIALS.

A. DEFINITION. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances", now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

B. GENERAL PROHIBITION. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released,

spilled or disposed of on, in, under or about the Demised Premises by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and order or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees. Notwithstanding the foregoing, Tenant shall be permitted to bring upon, use and store certain Hazardous Materials in small quantities customarily used by Tenant in its business operations provided Tenant complies with all environmental laws in connection therewith and receives Landlord's and, if required, Landlord's mortgagee's prior consent thereto.

C. REMOVAL. In the event that Hazardous Materials are discovered upon, in, or under the Demised Premises, and any governmental agency or entity having jurisdiction over the Demised Premises requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Demised Premises by Tenant or its affiliates, agents, employees, contractors, sublessees, assignees or invitees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Demised Premises, nor enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Material in any way connected with the Demised Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Materials in, on or under the Demised Premises or any portion thereof, (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials laws, (iii) any claim made or threatened by any person against Tenant or the Demised Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials, and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under or about or removed from the Demised Premises, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Demised Premises or Tenant's use or occupancy thereof.

D. SURVIVAL. The respective rights and obligations of Landlord and Tenant under this Article 45 shall survive the expiration or earlier termination of this Lease.

46. OPTIONS TO RENEW.

A. Subject to the conditions set forth in subparagraph B below, Tenant is hereby granted the option to renew this Lease for six (6) separate and successive additional terms of five (5) years each (the "Renewal Terms") commencing on the date following the expiration of the Initial Term, or the applicable Renewal Term, as the case may be. Said Renewal Terms shall be on the same terms, conditions, provisions and covenants as are set forth herein, except that Annual Basic Rent for the Renewal Terms shall be as set forth in Paragraph A (6) herein.

B. Tenant's Renewal Terms shall also be conditioned upon and subject to each of the following:

1. Tenant shall notify Landlord in writing of Tenant's exercise of the applicable Renewal Term at least one hundred eighty (180) days prior to the expiration of the Initial Term, or the immediately preceding Renewal Term, as the case may be ("Tenant's Renewal Notice"),

2. At the time Landlord receives the Tenant's Renewal Notice as provided above, and at the expiration of the Initial Term and the immediately preceding Renewal Term, as the case may be, Tenant shall not have been in default under the terms or provisions of the Lease beyond expiration of applicable notice and cure periods;

C. Landlord shall have no obligation to improve or perform any work in the Demised Premises during the Renewal Terms.

D. The Renewal Terms shall be deemed personal to the originally named Tenant and shall only be exercisable by Tenant, or an assignee of the Demised Premises expressly permitted by the terms hereof.

E. The Renewal Terms provided for in this Article are the only Renewal Terms, and Tenant shall have no further renewal options available to it under this Lease.

47. RELOCATION.

[Intentionally Omitted Prior to Lease Execution].

48. TRADE NAME.

Tenant agrees to open, operate and maintain the Demised Premises throughout the Term in a professional manner using the name Orange County Trust Company, or such other name that the Landlord may approve in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

49. LEASE CONTINGENCY.

This Lease is contingent upon and subject to Tenant receiving approval from the New York State Banking Department to locate and operate a "branch" at the Demised

L Federal Reserve Bank

403

Premises (the "Banking Approval"). Tenant shall diligently proceed with obtaining such Banking Approval and shall keep Landlord reasonably apprised of its efforts. In the event that despite such efforts, Tenant has not received the Banking Approval within sixty (60) days from the Commencement Date, then in such event, either party hereto may terminate this Lease upon ten (10) days written notice to the other, in which event the Lease shall end and expire without liability. Once Tenant has received the Banking Approval, it shall notify Landlord and shall, as a condition to the commencement of any Landlord's Work, execute a waiver of this contingency in form reasonably acceptable to Landlord. Tenant acknowledges and agrees that Landlord's ability to timely deliver the Demised Premises to Tenant in the required condition is contingent upon Tenant's receiving the Banking Approval and formally waiving this contingency no later than March 1, 2001. Should obtaining the Banking Approval delay the start of Landlord's Work, such delay shall constitute a Tenant Delay for the purposes of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals (or in the case of a corporation, have had their proper corporate officers execute this Lease and affix the corporate seal hereto) as of the day and year first above written.

LANDLORD:

WITNESS:

BILA FAMILY PARTNERSHIP

Dean [Signature]

By: [Signature]
Name: Jeff G. Rosenberg
Title: Managing Partner

ATTEST:

TENANT:

ORANGE COUNTY TRUST CO.

Mary J. Jones

By: [Signature]
Name: John W. Borland
Title: President + CEO

EXHIBIT A

SITE PLAN OF DEMISED PREMISES

EXHIBIT B

PLANS AND SPECIFICATIONS FOR LANDLORD'S WORK

EXHIBIT C

RULES AND REGULATIONS

Tenant agrees that at all times during the term of this Lease, it shall:

1. Keep the Demised Premises and all show windows and signs and any loading dock and other areas allocated for the sole use of Tenant in good, neat, sanitary and clean condition, and store all refuse, papers and garbage in closed containers located in, or immediately adjacent to the Demised Premises in an area approved by Landlord, and arrange for the collection and removal of same on a regular basis.
2. Subject to energy conservation regulations, keep its display windows and illuminated signs electrically lighted during such periods of time as may from time to time be required by Landlord of substantially all other retail businesses and in the Shopping Center.
3. Furnish to Landlord in writing the license numbers of the vehicles of Tenant and its employees.
4. Not permit any act or practice which may tend to injure the building or its equipment or be a nuisance to other tenants; not keep merchandise on or obstruct the sidewalks or areas outside of the Demised Premises; nor conduct or permit any fire, bankruptcy, auction or going-out-of-business sale; not burn any rubbish in or about the Demised Premises; nor change the exterior color of the Demised Premises or the color, size, illumination or location of any sign previously approved by Landlord; nor install or employ any exterior lighting, shades, awnings or advertising device.
5. Not install radio or television or other similar device without, in each instance, Landlord's prior consent in writing. No aerial or other device for receiving radio or television programs shall be erected on the roof or exterior walls of the Demised Premises, or within the Shopping Center, without, in each instance, the written consent of Landlord. Any aerial or other device so installed without such written consent shall be subject to removal without notice at any time.
6. Not use loudspeakers, television receivers, phonographs, radios or other devices in a manner so that the same or any of them are heard or seen outside of the Demised Premises.
7. Keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
8. Keep the sidewalks and other portions of the Common Areas immediately adjoining the Demised Premises clean and free from snow, ice, dirt and rubbish, and not place or permit any obstruction or merchandise in any such areas.
9. Not use nor permit the use of the plumbing facilities for any other purpose than for which they are constructed.

10. Not use nor permit the use of any portion of the Demised Premises as sleeping or living quarters or for the keeping of any live animals fish or birds, or for any other activity (including sale of any merchandise or service) which Landlord determines to be objectionable or not in keeping with the image or character of the Shopping Center.

11. Not to enter upon the roof for whatever purpose except as scheduled with Landlord.

12. Not to prevent or interfere with access to the parking lot or any other portions of the Shopping Center, nor load or unload any merchandise except through the rear loading areas provided for such purpose.

EXHIBIT D

--- LANDLORD'S SIGNAGE CRITERIA

EXHIBIT E

PLANS AND SPECIFICATIONS FOR TENANT'S WORK

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Bila/OC Trust

FILE# 01-52.

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA X Sign

USE

APPLICATION FOR VARIANCE FEE \$ 150.00

*

*

*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

ck # 072919
paid 10/19/01.

ck 072920
✓

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 9/24/01: 5 \$ 22.50
2ND PRELIMINARY- PER PAGE \$
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE 10/22/01: 3 \$ 13.50
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 36.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 9/24/01 \$ 36.00
2ND PRELIM. \$
3RD PRELIM. \$
PUBLIC HEARING. 10/22/01 \$ 35.00
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 106.00

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 394.00

Date 11/1/01.....

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Bila Family Partners / OCTrust DR.
158 N. Main St. Florida, NY 10921

[illegible]

#01-52

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#986-2001**

10/11/2001

**Received \$ 150.00 for Zoning Board Fees on 10/11/2001. Thank you for stopping by
the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

orange county
TRUST
company

Orange County Trust Company

MIDDLETOWN, NEW YORK

No. 072919

50-247
219

ORANGE CO
TRUST CO. **150** 400 000 000 CTS

PAY

DATE 10-02-01

TO THE
ORDER OF ☒

Town of New Windsor

\$ 150.00

EXPENSE CHECK

Concetta Corbelli

AUTHORIZED SIGNATURE

26A # 01-52 # 072919 # 10219024750 000 004 21

No. 072920

orange county
TRUST
company

Orange County Trust Company

MIDDLETOWN, NEW YORK

50-247
219

ORANGE CO. **500** AND NO CTS
TRUST CO.

PAY

DATE 10-02-01

TO THE
ORDER OF ☐ *

Town of New Windsor

\$ 500.00

EXPENSE CHECK

Concetta Corbelli

AUTHORIZED SIGNATURE

ZBA # 01-52

⑈072920⑈ ⑆021902475⑆ 000 004 2⑈

In the Matter of the Application of

**BILA FAMILY PARTNERSHIP/ORANGE
COUNTY TRUST**

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

#01-52.

WHEREAS, BILA FAMILY PARTNERSHIP, 158 North Main Street, Florida, New York 10921, owner, and **ORANGE COUNTY TRUST CO.**, tenant, have made application before the Zoning Board of Appeals for: Façade sign #1: 2 ft. height and 2 ft. width; Façade sign #2: 5 ft. sign height in variation of Section 48-18H(1)(b) of the Supplemental Sign Regulations for property located on Route 32 at the Big V Town Centre, Route 32, in a C zone; and

WHEREAS, a public hearing was held on the 22nd day of October, 2001 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared by Sharlene DiNunzio of Lewis Sign Co.; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property consisting of one building located in the middle of a large parcel developed for use as a shopping center. This entire parcel is located in a commercial zone and substantial commercial neighborhood.

(b) The Applicant proposes signs to be placed on the façade of a commercial bank facility located in the middle of the shopping center.

(c) The front façade sign, as proposed, is consistent with and appropriate to the size of the structures.

(d) The front façade sign will be sufficient to identify the existence of the business to motorists traveling on the adjacent, busy commercial highway.

(e) The second sign is placed on the rear of the building and is merely for identification by persons already in the shopping center.

(f) The size of the sign applied for, 2.5 ft. x 10 ft. is the largest sign that the landlord of the property will permit, independent of any determination by the ZBA.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations, but nevertheless are warranted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances as previously stated are reasonable in view of the size of the building, its location, and its appearance in relation to other buildings in the neighborhood.

8. The interests of justice will be served by allowing the granting of the requested area variances.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for Façade signs #1: 2 ft. height and 2 ft. width; and Façade Sign #2: 5 ft. sign height in variation of Section 48-18H(1)(b) of the Supplemental Sign Regulations for Orange County Trust Co. located at Big V Town Centre on Route 32 in a C zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: January 14, 2002.


Chairman

Date 10/26/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth
188 N. Drury Lane DR.
Newburgh, N.Y. 12550
.....

DATE			CLAIMED	ALLOWED
10/26/01		Zoning Board Meeting	75 00	
		Misc. - 1		
		Searing - 3		
		Moisheel - 4		
		Santos - 4		
		Sheehan - 2		
		Lucas - 3		
		Weed - 6		
		Manera - 2		
		Scheuermann - 2		
		Di Micelli - 6		
		Bila/OC Trust - 3		
		Botzakis - 3		
			47	
			211 50	
			286 50	

BILA FAMILY/OC TRUST

MR. TORLEY: Request for variation of Section 48-18H(1) for sign height and width and 2 additional facade signs at Big V Town Center, 366 Windsor Highway in a C zone.

MS. CORSETTI: We sent out 137 notices to adjacent property owners on October 11th.

Ms. Charlene DiNunzio appeared before the board for this proposal.

MR. TORLEY: Now, at this point, is there anyone in the audience who wishes to speak on this matter? Let the record show no one in the audience on this matter.

MS. DINUNZIO: The reason we're dismissing the request for the third sign which substantially reduces what we're requesting we're still looking for two foot wide by two foot high on the right elevation, which would give us a 4 1/2 by 12 foot sign which stays in conjunction with their logo. Also, a half a foot additional on the height, I believe off the drive-up sign which again is just in conjunction with the logo but we're 3 1/2 feet under the width allowed. We're dismissing the 5 x 16 foot sign on the rear elevation, reason being that they want the signs in that size, that's the logo in conjunction with the other locations is the same size logo, same format as all the other locations in Orange County. The other signs in that strip mall are illuminated. We're not illuminated, they're on a raceway which projects out into the mall over the building. We're flat letters against the wall, a very subdued copper color basically.

MR. KANE: All signs non-illuminated?

MS. DINUNZIO: All signs are not illuminated, they're going to be not indirectly illuminated, they're not there at night, so there's real, not much of a reason, they'd like to have identification on the sign so that you can see it at the mall and you can also see it at the drive-through.

MS. CORSETTI: Excuse me, Charlene, just tell us which

ones you're not going to have?

MS. DINUNZIO: We're going for the right elevation which is a 4 1/2 x 12 facing 32 east and the drive-up, which is the west side, I believe facing Big V, that's a 3 foot by 6 3/4 down there.

MR. BABCOCK: The other sign that you're asking for is 4 1/2 feet by 12.

MS. DINUNZIO: Ah-huh and we're dismissing the 5 x 16 which is on the rear elevation.

MR. TORLEY: You need one on the drive-up side one on the right-hand side?

MS. DINUNZIO: Facing 32.

MR. TORLEY: All these non-illuminated.

MR. KRIEGER: The signs really consist of the letters?

MS. DINUNZIO: Right.

MR. KRIEGER: With the letters on the side.

MS. DINUNZIO: It's just the logo letters, cut copper lettering, there's, you know, it's not like a big box sign like the other signs.

MR. REIS: Consider just abbreviations for Orange County?

MS. DINUNZIO: This is the way they have it throughout.

MR. TORLEY: Now, you feel these additional signs are important and relevant to the success of the business?

MS. DINUNZIO: Obviously, yeah.

MR. TORLEY: And the size of the signs is then in comparison to the building is reasonable?

MS. DINUNZIO: Yes, I believe you have drawings.

October 22, 2001

38

MR. KANE: I'd like to thank you for your concessions.
Mr. Chairman, would you accept a motion?

MR. TORLEY: Yes.

MR. KANE: Move that we grant the requested sign
variances for Bila Family/OC Trust.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. MC DONALD	AYE
MR. RIVERA	AYE
MR. TORLEY	AYE

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

You may attach additional paperwork if more space is needed)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18H, 1b Regs.

	Requirements	Proposed or Available	Variance Request
Sign 1 <u>(C)</u>	<u>2.5' H x 10' W</u>	<u>3' H x 12' W</u>	<u>Dismissed</u>
Sign 2 <u>(B)</u>	<u>2.5' H x 10' W</u>	<u>3' H x 12' W</u>	<u>6" H additional height</u>
Sign 3 <u>(A)</u>	<u>2.5' H x 10' W</u>	<u>4.5' H x 12' W</u>	<u>2' H - 2' W additional footage</u>
Sign			

✓(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

See attached Sketches and Photos

✓(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

No additional freestanding signs requested. Signs are same as on all existing Orange C. Bank facilities in the County.

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 9/6/01

APPLICANT: Lewis Sign Co.
26 Fluorescent Dr.
Slate Hill, NY 10973

} *Bela Family Partners.*

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Orange County Trust Co.

LOCATED AT: 366 Windsor Highway

ZONE: C Sec/ Blk/ Lot: **65-2-12.1**

DESCRIPTION OF EXISTING SITE: PAD site, Big V plaza

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 48-18H, 1b 1 Façade sign 2.5ftx10ft A variance is required for a 3rd façade sign 4.5ftx12ft and a variance of a 2ft height and 2ft width is required.

Louis Lynch
BUILDING INSPECTOR

PERMITTED:

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

(A)

ZONE: C

USE: 1 Façade Sign

3rd Façade Sign

SIGN:

FREESTANDING:

HEIGHT: 2.5ft

4.5ft

2ft

WIDTH: 10ft

12ft

2ft

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

RECEIVED

SEP 05 2001

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

BUILDING DEPARTMENT

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floor and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Weir water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: 2001-911

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Bila Family Partnership / WVR Real Estate LLC

Address Big V Town Centre 336 Windsor Highway Phone 651-7973

VAILSGATE, NY 12584
Mailing Address 158 North Main Street Florida NY 10921

Name of Architect Chris DeHaan: DeGraw and DeHaan

Address 55 North Street Middletown Phone 343-8510 Ext #15

^{SIGN}
Name of Contractor Lewis Sign Co. LLC

Address 26 Fluorescent Drive, Slate Hill NY Phone 355-2651

State whether applicant is owner, lessee, agent, architect, engineer or builder Sign Contractor

If applicant is a corporation, signature of duly authorized officer. _____
(Name and title of corporate officer)

1. On what street is property located? On the North side of Route 32 / Windsor Highway
and at the intersection of Route 32 and Old Forge Hill Rd.
(N, S, E or W)

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y (N)

3. Tax Map Description: Section 65 Block 2 Lot 12.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy New building b. Intended use and occupancy Bank

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒ Sign

6. Is this a corner lot? Yes

7. Dimensions of entire new construction. Front _____ Rear _____ Depth 12' Height 4 1/2' No. of stories _____

8. If dwelling, number of dwelling units: N Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets A Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use bank

10. Estimated cost \$5725 - both sides Fee \$50 - each

CK# 12501

PAID

CK# 12501
paid 50-

(A) Right Side

8, 24, 10

date

DUPLICATE

APPLICATION FOR BUILDING PERMIT

TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK

Pursuant to New York State Building Code and Town Ordinances

ELECTRIC & CUSTOM SIGNS • TRUCK LETTERING
PERMITS • SERVICE • NEON

LEWIS SIGN CO.



Since 1924

SHARLENE DINUNZIO
(845) 355-2651
Fax (845) 355-8249

26 Fluorescent Dr.
Slate Hill, NY 10973
Lewissigns.com

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

FOR -

(Address of Applicant)

10973

See Attached

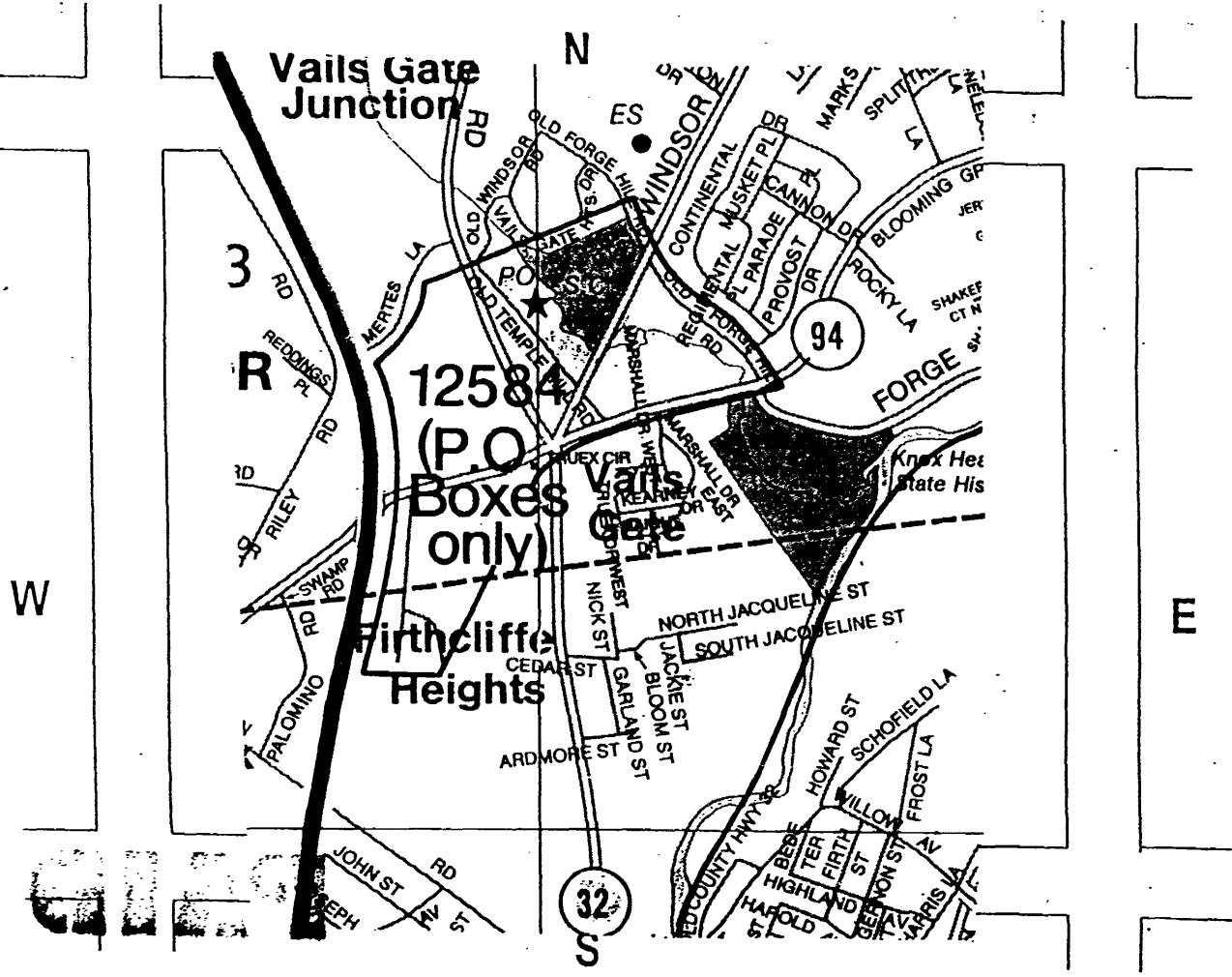
Bila Family Partnership

(Owner's Signature)

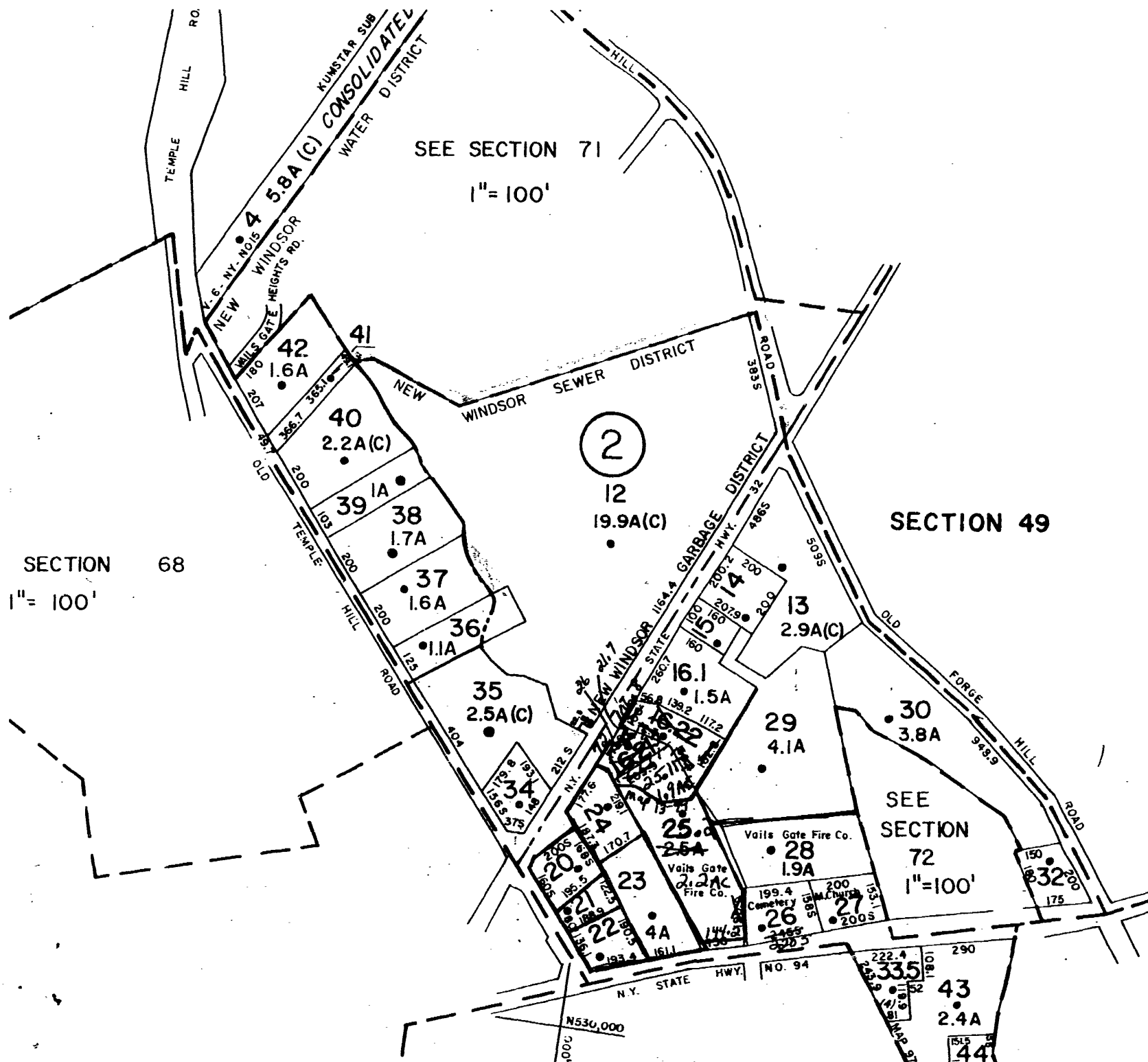
PLOT PLAN

(Owner's Address) 158 N. Main St.
Florida NY 10921

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



RECEIVED



OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

Prelim.
Sept. 24, 2001
01-52

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

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DATE: 9/6/01

APPLICANT: Lewis Sign Co.
26 Fluorescent Drive
Slate Hill, NY 10973

Bila Family Partners - owner

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR Orange County Trust Co.

LOCATED AT: 366 Windsor Highway

ZONE: C Sec/ Blk/ Lot: 65-2-12.1

DESCRIPTION OF EXISTING SITE: PAD site, Big V plaza

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 48-18H, 1b 1 Façade sign permitted 2.5ftx10ft. A variance is required for 2nd façade sign 3ftx6.75ft & a variance for .5ft in height.

Louis J. Vignone
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

✓
VARIANCE
REQUEST:

ZONE: C USE: 1 Façade sign

2nd Façade sign



SIGN:

FREESTANDING:

HEIGHT: 2.5ft

3ft

5ft

WIDTH: 10ft

6.75ft

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION


Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

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3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
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14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

SEP 05 2001

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:
Building Permit #: 

2001-910

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Bila Family Partnership / WJR Real Estate LLC
Address Big V Town Centre 336 Windsor Hwy Phone 651-7973
VALE GATE NY 12584
Mailing Address 158 North Main STREET FLORIDA NY 10921
Name of Architect Chris DeHaan of DeGraw & DeHaan
Address 55 North Street Middletown NY Phone 343-8510 Ext #15
Name of Contractor SIGN Lewis Sign Co.

Address 26 Fluorescent Drive Slate Hill Phone 355-2651
NY 10973
State whether applicant is owner, lessee, agent, architect, engineer or builder Sign Contractor

If applicant is a corporation, signature of duly authorized officer. _____
(Name and title of corporate officer)

1. On what street is property located? On the North side of Route 32/Windsor Highway
and at the intersection of Route 32 and Old Forge Hill Rd.
(N, S, E or W)

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y (N)

3. Tax Map Description: Section 65 Block 2 Lot 12.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy New building b. Intended use and occupancy Bank

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒ SIGN

6. Is this a corner lot? yes

7. Dimensions of entire new construction. Front _____ Rear _____ Depth 6²/₃' Height 3' No. of stories _____

8. If dwelling, number of dwelling units: N Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
A

10. Estimated cost 5725- both sides Fee \$50- each

PAID

ch # 12501
out of 50

3015 DO 3V1K10

W DRIVE UP SIDE

8, 24, 01

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

ELECTRIC & CUSTOM SIGNS • TRUCK LETTERING
PERMITS • SERVICE • NEON

LEWIS SIGN CO.



Since 1924

SHARLENE DINUNZIO

(845) 355-2651

Fax (845) 355-8249

26 Fluorescent Dr.

Slate Hill, NY 10973

Lewis signs.com

Bldg Insp Examined _____

Fire Insp Examined _____

Approved _____

Disapproved _____

Permit No. _____

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

FOR -

LEWIS SIGN CO.

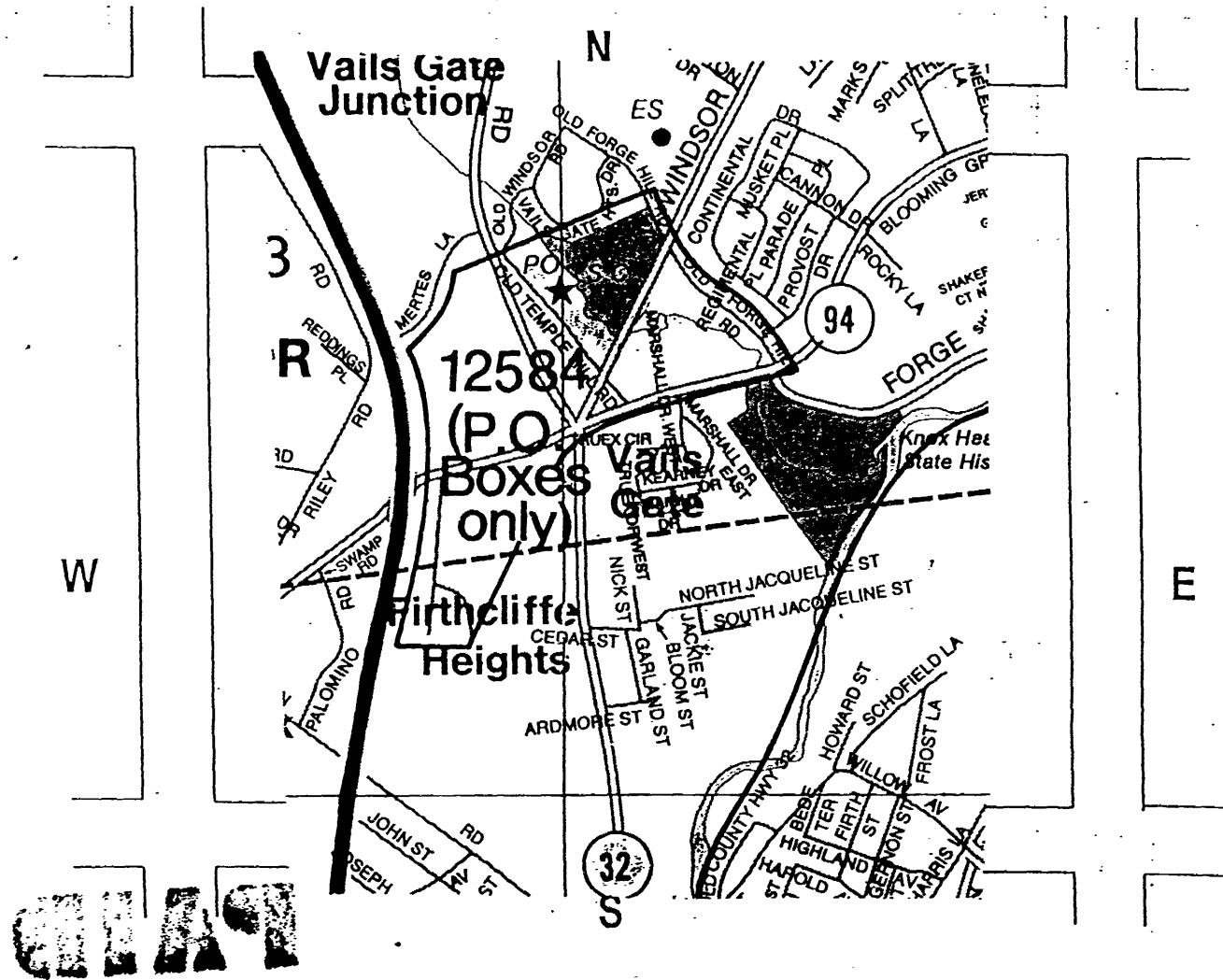
(Address of Applicant)

10973

(Owner's Signature)

(Owner's Address)

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 9/6/01

APPLICANT: Lewis Sign Co.
26 Fluorescent Drive
Slate Hill, NY 10973

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Orange County Trust Co.

LOCATED AT: 366 Windsor Highway

ZONE: C Sec/ Blk/ Lot: 65-2-12.1

DESCRIPTION OF EXISTING SITE: PAD site, Big V Plaza

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. 48-18H, 1b 1 Façade sign permitted 2.5ftx10ft proposed sign is 5ftx16ft. A variance of 2.5ft wide and 6ft high is required.

withdrawn (C)

Thomas J. Kyne
BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: C USE: 1Façade sign

SIGN:

FREESTANDING:

HEIGHT: 2.5ft

5ft

2.5ft

WIDTH: 10ft

16ft

6ft

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE, W/ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:
Building Permit #: 2001-906

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
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PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Bila Family Partnership / WVR Real Estate LLC
Address Big V Town Centre 336 Windsor Highway Phone 651-7973
Mailing Address 158 North Main Street VALE GATE NY 12584 Florida NY 10921
Name of Architect DeGraw and DeHaan - Chris DeHaan
Address 55 North Main St. Middletown Phone 343-8510 Ext #15
Name of Contractor Sign Lewis Sign Company

Address 26 Fluorescent Drive Slate Hill Phone 355-2651

State whether applicant is owner, lessee, agent, architect, engineer or builder NY 10973 Sign Contractor

If applicant is a corporation, signature of duly authorized officer. _____
(Name and title of corporate officer)

1. On what street is property located? On the North side of Route 32 / Windsor Highway
(N, S, E or W)
and at _____ feet from the intersection of Route 32 and Old Forge Hill Rd.

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y (N)

3. Tax Map Description: Section 65 Block 2 Lot 12.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy New building b. Intended use and occupancy Bank

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒

6. Is this a corner lot? Yes SIGN

7. Dimensions of entire new construction. Front N Rear / Depth 16' Height 5' No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water A If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use Bank

10. Estimated cost 3000 - Fee \$ 50 -

PAID alt # 12562 50-

(G) Rear Elevation

(C) Rear Elevation

8, 24, 01

date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

ELECTRIC & CUSTOM SIGNS • TRUCK LETTERING
PERMITS • SERVICE • NEON

LEWIS SIGN CO.



Since 1924

SHARLENE DINUNZIO
(845) 355-2651
Fax (845) 355-8249

26 Fluorescent Dr.
Slate Hill, NY 10973
Lewissigns.com

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

INSTRUCTIONS

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- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram, which is part of this application.
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FOR -
Sharlene Dinunzio LEWIS SIGN CO. 26 Fluorescent Drive Slate Hill N.Y.
(Signature of Applicant) (Address of Applicant) 10973

X

(Owner's Signature)

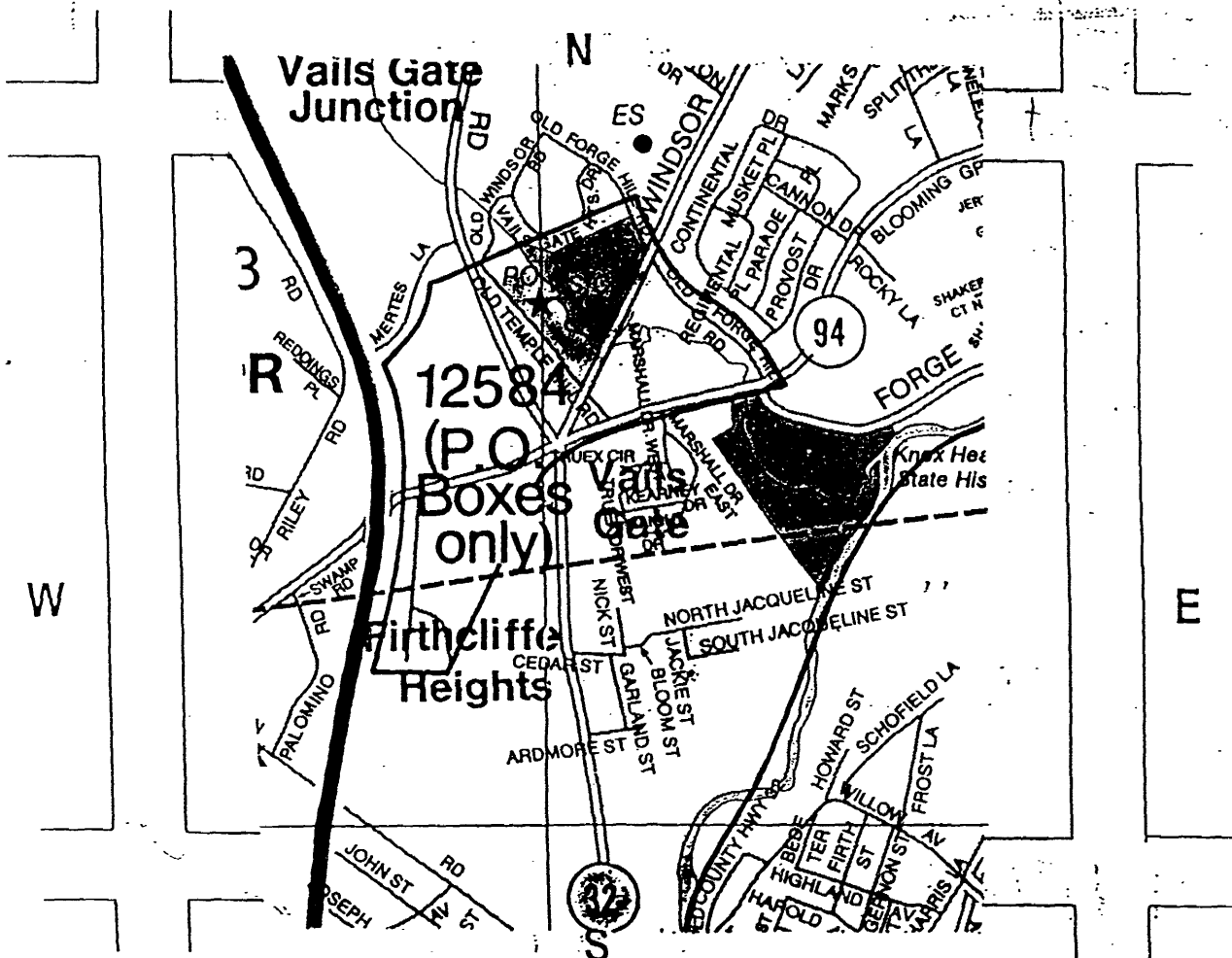
See Attached

Bila Family Partnership

PLOT PLAN

(Owner's Address) 156 N. WINDSOR RD.
Florida NY 10921

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.



CHART

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

01-52.

Date: 10/10/01.

I. ✓ Applicant Information:

- (a) ORANGE COUNTY TRUST CO. / Lewis Sign Co. SIGN
(Name, address and phone of Applicant) (Owner)
- (b) BILA FAMILY PARTNERSHIP PROPERTY OWNER
(Name, address and phone of purchaser or (lessee))
- (c) ORANGE COUNTY TRUST CO.
(Name, address and phone of attorney)
- (d) LEWIS SIGN CO. 26 FLUORESCENT DR. SLATE HILL, N.Y.
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance (X) Sign Variance
() Area Variance () Interpretation

III. ✓ Property Information:

- (a) 366 WINDSOR Highway New Windsor 65-2-12.1
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.?
- (c) Is a pending sale or lease subject to ZBA approval of this application? No
- (d) When was property purchased by present owner?
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? N/A
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal)

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes____ No____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance: N/A.

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

✓ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18H, 1b Regs.

	Requirements	Proposed or Available	Variance Request
Sign 1	<u>2.5' H x 10' W</u>	<u>—</u>	<u>Dismissed</u>
Sign 2	<u>2.5' H x 10' W</u>	<u>3' H x 6 1/2' W</u>	<u>6" H additional ftg (H)</u>
Sign 3	<u>2.5' H x 10' W</u>	<u>4.5' H x 12' W</u>	<u>2' H - 2' W additional footage</u>
Sign	_____	_____	_____
	_____	_____	_____

✓ (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

See attached Sketches and Photos

✓ (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

No additional freestanding signs requested. Signs are same as on all existing Orange Co. Bank facilities in the County.

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 52

Request of Bila Family Partners/Orange County Trust

for a VARIANCE of the Zoning Local Law to Permit:

Facade signs of more than the allowable sign height, width
& number of facade signs by 2;

being a VARIANCE of Section 48-18-Supp. Sign Regs.

for property situated as follows:

366 Windsor Highway - Big V Town Center, New Windsor, NY

known and designated as tax map Section 65, Blk. 2 Lot 18.1

PUBLIC HEARING will take place on the 23rd day of October, 2001 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Trosky
Chairman

FACING RTE. 32 EAST

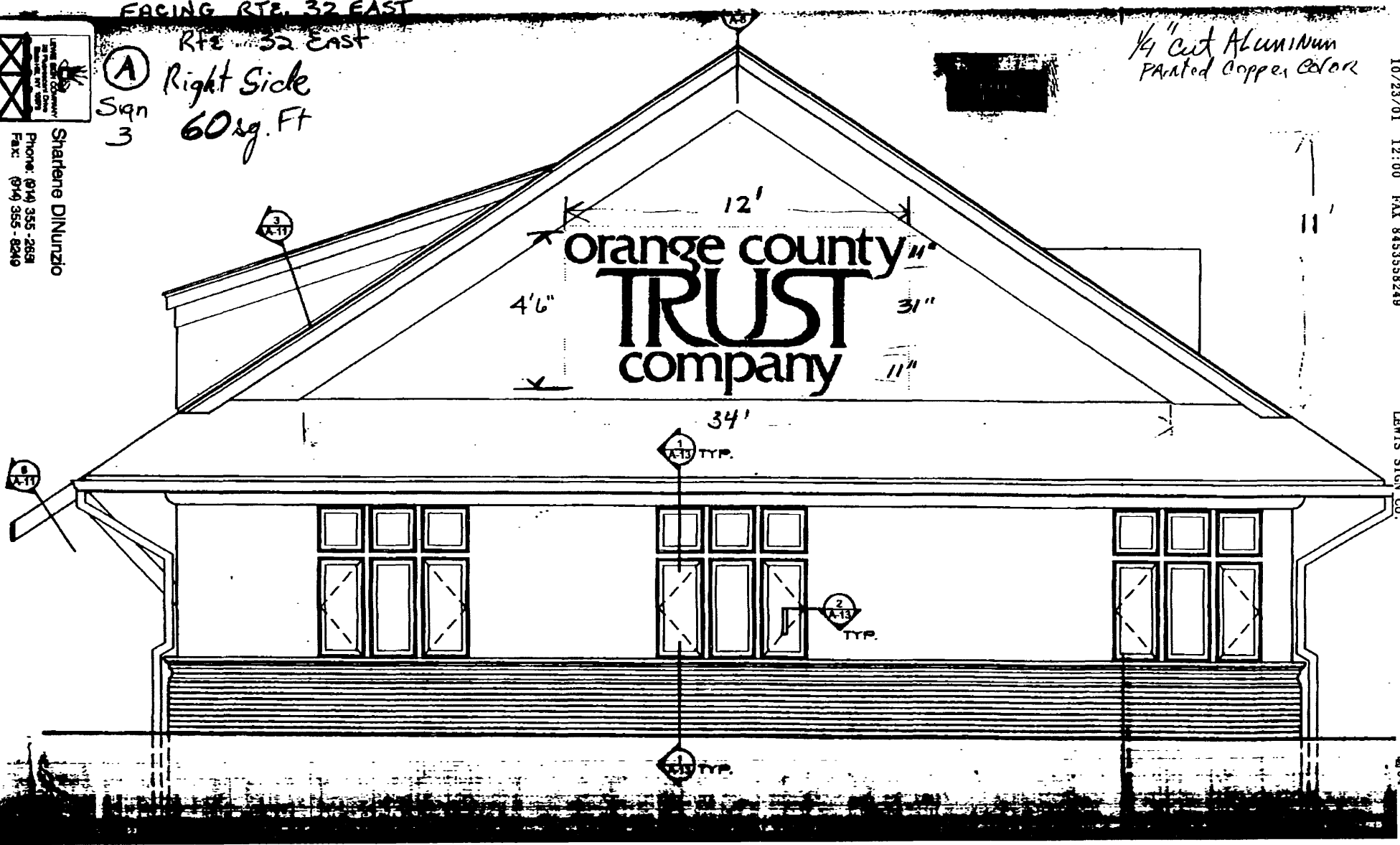
Rte 32 East


1/4" cut ALUMINUM
PAINTED COPPER COLOR



①
Sign
3
Right Side
60 sq. Ft

Sharlene DiNunzio
Phone: (914) 355-2891
Fax: (914) 355-8249



The logo consists of a stylized, light-colored roofline shape pointing upwards, centered on a dark background. Inside the roofline, the text "orange county" is written in a lowercase, sans-serif font. Below it, the word "TRUST" is written in a large, bold, serif font. At the bottom of the roofline, the word "company" is written in a lowercase, sans-serif font.

orange county
TRUST
company

100



100

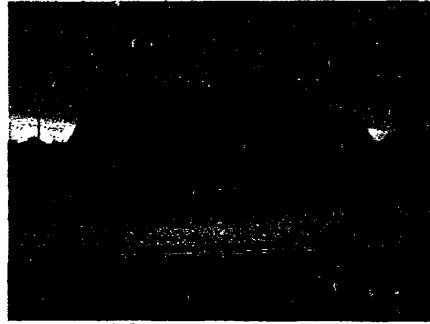


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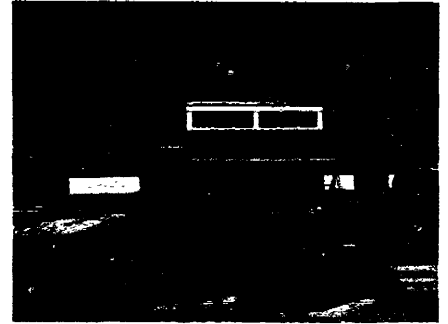


O.C. Trust Rte 32 EAST.JPG
9/17/01

①



O.C. Trust North side.JPG
9/17/01



O.C. Trust south side.JPG
9/17/01



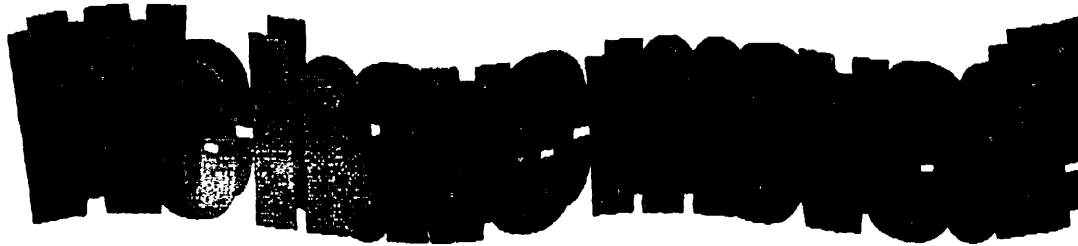
O.C. Trust west side big v.JPG
9/17/01

②

Bila Family Partnership

158 North Main Street Florida, NY 10921

(845) 651-7973 Fax (845) 651-1283



Our construction is complete and we have moved our headquarters to Goshen NY.

Effective September 17, 2001, we moved to the following location:

New Address: 4 Coates Drive – Suite #1
Goshen, NY 10924

New Phone No: 845-294-3292

New Fax No: 845-294-8801

Please note our new address and phone numbers.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

September 26, 2001

137

WVR Real Estate II LLC
158 North Main Street
Florida, NY 10921

Re: 65-2-12.1

Dear Madam/ Sir,

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$152.00.

Please remit \$152.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook
Sole Assessor

LC/bw
Attachment

CC: Pat Corsetti, ZBA

71-1-6
Luis & Jeanine Maisonet
409 Old Forge Hill Road
New Windsor, NY 12553

71-1-16
Raymond & Grace Skopin
35 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-25.2
Margaret Foley
55 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-7
Paul & Irma Martini
407 Old Forge Hill Road
New Windsor, NY 12553

71-1-17
Vincent & Gertrude Schmidt
37 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-26
Linda Asmann (FKA Assmann)
2317 Tropical Shores Drive SE
St. Petersburg, FL 33705-3344

71-1-8
Betty Lawrence
405 Old Forge Hill Road
New Windsor, NY 12553

71-1-18
Thelma Zelkind
39 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-27
Sally Scheiner Revocable Trust
C/o Scheiner Trustee
14488 Via Royale
Delray Beach, FL 33446

71-1-9
Rose Karpinski
21 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-19
Stephen & Annelie Coyle
41 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-28
Christopher Isaacs
Sandra Jackson
61 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-10
Sonnie & Diane Warshaw
23 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-20
Meredith Elaine Baker
43 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-29
David & Edith Herring
63 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-11
Ronald & Marie Perry
25 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-21
Martin & Frances Shapiro
45 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-30
Peter & Lucy Martini
PO Box 331
Vails Gate, NY 12584

71-1-12
Barbara Levy
27 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-22
Leonard & Lucy Hunger
47 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-31.1; 71-1-69
Highland Operating LTD
PO Box 479
Washingtonville, NY 10992

71-1-13
Annette Ziegler
29 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-23
Juvencio & Harriet Navedo
49 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-31.2
Michael Encke George
69 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-14
David Borrero
31 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-24
Frank Robinson
51 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-32
Drena Cocchia
71 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-15
Steven & Ronni Warshaw
33 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-25.1
Carmine Pacione
393 Old Forge Hill Road
New Windsor, NY 12553

71-1-33
James Kilcullen
73 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-34
Salvatore & Concetta Petrolese
75 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-35
Carmine & Norma Luongo
77 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-36
Alberto & Mary Zeneri
79 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-37; 71-1-50; 71-1-51
Josika Gojka &
Adrian Bitz
225 Lakeside Road
Newburgh, NY 12550

71-1-38
Lewis Thomas
Claudia Rudin
PO Box 4253
New Windsor, NY 12553

71-1-39
Glen & Regina Mitchell
85 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-40
Kewal Singh
87 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-41
Lionel & Marie Garcon
89 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-42
Ingrid Anderson
91 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-43
Elizabeth McMahon
93 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-44
Ernest & Ruth Banks
95 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-45
Bank of New York as Trust
C/o Metwest Mtg Serv. Inc.
601 W. 1st Avenue
Spokane, WA 99201

71-1-46
Joel & Talietha Feinberg
PO Box 951
Vails Gate, NY 12584

71-1-47
Dawn & Kevin Wanamaker
101 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-48
Joseph & Doreen Uhrec
103 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-49
Vincent Kayes
105 Vails Gate Heights Drive
New Windsor, NY 12553

71-1-52; 71-1-63
Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

71-1-64
Dominick & Lucille Parisi
53 Highview Avenue
Newburgh, NY 12550

71-1-65
Alton & Theresa Christianson
397 Old Forge Hill Road
New Windsor, NY 12553

71-1-66
Jerline & Zelda Ware
401 Old Forge Hill Road
New Windsor, NY 12553

71-1-68
Emil Mihalco Jr.
Bernice Sopiell
387 Old Forge Hill Road
New Windsor, NY 12553

71-2-1.1; 71-2-1.21
New Windsor Properties LLC
C/o Peck & Heller
60 E 42nd Street, Suite 2301
New York, NY 10165

71-2-2
Edwin & Lorayne Wolff
80 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-3
Robert & Harriet Klein
82 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-4
Hector & Carol Kercado
84 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-5
John Maresca
86 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-6
Mary Nottingham
PO Box 501
Vails Gate, NY 12584

71-2-7
Kim Bak Man
90 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-8
Bernard & Beatrice Dolan
92 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-9
Nuncio & Mirian Diaz
96 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-19
Jeffrey Knight
Veronica Earley
120 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-29
Adeline Gracey
11809 Oakwood Drive
Woodbridge, VA 22192

71-2-10
Willie Kimbrough Jr.
100 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-20
John & Luz Mahoney
122 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-30
Robert & Jamene Kopman Living Trust
345 Butternut Drive
New Windsor, NY 12553

71-2-11
David Hater
102 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-21
William & Lynne Mc Garry
124 Vails Gate Heights Drive
New Windsor, NY 12553

71-3-2
Longo's Service Station, Inc.
362 Windsor Highway
New Windsor, NY 12553

71-2-12
Claudia Edwards
104 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-22
Secretary of Veteran Affairs
111 West Huron St.
Buffalo, NY 14202

71-3-3
356 Windsor Highway Associates' LLC
c/o Grace Panella
2 Hearthstone Way
New Windsor, NY 12553

71-2-13
Juan Ortiz Jr.
106 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-23
Rocky Ortiz
128 Vails Gate Heights Dr
New Windsor, NY 12553

68-1-1
Daniel, Jennie & Jennie Simon
2 Mertes Lane
New Windsor, NY 12553

71-2-14
John Romano Jr.
108 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-24
Edward & Anne Lamb
130 Vails Gate Heights Drive
New Windsor, NY 12553

68-2-1
Frank & Lois Morey
3 Mertes Lane
New Windsor, NY 12553

71-2-15
Thomas & Billie Mae Napolitano
110 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-25.2
Barbara Lagese
134 Vails Gate Heights Drive
New Windsor, NY 12553

68-2-9
Gilbert Rashbaum
6075 Pelican Bay Blvd
Naples, FL 33963

71-2-16
Leon Saunders
Ann Barnett
114 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-26.1
William & Virginia Owens
136 Vails Gate Heights Drive
New Windsor, NY 12553

68-2-10
Clarence & Lorraine Gualtieri
PO Box 157
Vails Gate, NY 12584

71-2-17
Carlos & Julia Martinez
116 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-27
James & Shirley Casey
138 Vails Gate Heights Drive
New Windsor, NY 12553

68-2-11.12
Fall Fittings, Inc.
380 Route 208
New Paltz, NY 12561

71-2-18
Robert & Linda Mazurek
118 Vails Gate Heights Drive
New Windsor, NY 12553

71-2-28
Leonard Benedetto
140 Vails Gate Heights Drive
New Windsor, NY 12553

69-2-9
Primavera Properties Inc.
PO Box 177
Vails Gate, NY 12584

(4)

69-2-3
Albany Savings Bank
94 Broadway
Newburgh, NY 12550

X

65-2-23
Joan A. Shedden
27 Water Way
Newburgh, NY 12550

X

49-1-20.1
Tower Management Financing
Partnership LP
680 Kinderkamack Road
River Edge, NJ 07661

X

69-2-5; 69-2-6
R & S Foods Inc.
249 North Craig St.
Pittsburgh, Pa 15213

X

65-2-24
John Aquino & Gregory Mellick
9 Hawthorne Place Apt. 2 N
Boston, Ma 02114

X

49-1-21; 49-1-22
Wayne Baratta
33 Village Common Road
Fishkill, NY 12524

X

35-1-61
Vails Gate Elementary School
98 Grand Street
Newburgh, NY 12550

X

65-2-25.11
NW Partners LLC
30 Corporate Circle
Albany, NY 12203

X

49-1-23.1; 49-1-24
Carmine Andriuolo
363 Windsor Highway
New Windsor, NY 12553

X

68-2-8.2
NY Central Lines, LLC
C/o CSX
500 Water Street (J-910)
Jacksonville, FL 32202

X

65-2-25.2; 65-2-28
The Vails Gate Fire Company
PO Box 101
Vails Gate, NY 12584

X

49-1-23.2
County of Orange
255-275 Main Street
Goshen, NY 10924

X

65-2-13
Frederick, Madison Samuel
& Audrey Kass
367 Windsor Highway
New Windsor, NY 12553

X

65-2-29
Sorbello, Bouyea, King
C/o Robert K Bouyea
505 North Riverside Road
Highland, NY 12528

X

49-1-25
Vittorio & Lucy Vitolo
5 Vista View Terrace
Middletown, NY 10940

X

65-2-14
New Windsor Dental Management Corp.
375 Windsor Highway Suite 300
New Windsor, NY 12553

X

65-2-41; 65-2-42
Arthur Stockdale
26 Kristie Lane
Jericho, VT 05465

X

49-1-26
Orfeo Cicchetti
33 Sherwood Drive
Mastic Beach, NY 11951

X

65-2-15
Blix Corporation
PO Box 1002
Highland Mills, NY 10930

X

49-1-6
Richard & Diane Storey
5 Mark Street
New Windsor, NY 12553

X

49-1-27
Reziero Vitolo
137 Mill Street
Wallkill, NY 12589

X

65-2-16.1
Lizzie Realty LLC
24 Dunning Road
Middletown, NY 10940

X

49-1-7
Christopher & Christina Mullen
62 Continental Drive
New Windsor, NY 12553

X

49-1-28
Bank of New York
Property Management
48 Wall Street-24 th Floor
New York, NY 10286
Att. P. Culas

X

65-2-20
Norstar Bank of Upstate N.Y.
C/o CBRE # 27522
Box 231476
Hartford, CT 06123-1476

X

49-1-8
Richard & Jeannie Crook
64 Continental Drive
New Windsor, NY 12553

X

69-2-7
State of NY Dept. of Transportation
Office of the State Compt.
Legal Services 6th Floor
Alfred E. Smith Building
Albany, NY 12236

X

65-2-21; 65-2-22
Mans Brothers Realty Inc
P.O. Box 247
Vails Gate, NY 12584

X

49-1-9
John & Mary Rohan
66 Continental Drive
New Windsor, NY 12553

X

69-2-8
John Grane
P.O. Box 317
Vails Gate, NY 12584

X

68-2-12.11
Sy Realty Corp.
135 Pinetree Rd
Monroe, NY 10950

68-3-9
Eugene & Ruth Andrews
P.O. Box 292
Vails Gate, NY 12584

68-2-12.22
Eric Strober & John Yankulis
C/o Temple Hill Property
550 Hamilton Ave
Brooklyn, NY 11232

68-3-10
Paula Martino
11 Buttonwood Drive
New Windsor, NY 12553

68-3-1
Thomas & Kathleen Manning
2 Creek Run Rd
Newburgh, NY 12550

68-3-12
Antonio & Giencinta De Dominicis
P.O. Box 327
Cornwall, NY 12518

68-3-2
Mani Inaganti
P.O. Box 787
Vails Gate, NY 12584

68-3-13; 68-3-14; 68-3-15
Robert & Catherine Babcock
324 Station Rd
Rock Tavern, NY 12575

68-3-3
Terry & Lorraine De Couto
P.O. Box 4206
New Windsor, NY 12553

68-3-16
Kelly Family Partnership
P.O. Box 38
Vails Gate, NY 12584

68-3-4; 68-3-5
Wayland & Joy Sheafe
1661 Little Britain Rd
Rock Tavern, NY 12575

69-2-9
Primavera Properties Inc.
P.O. Box 177
Vails Gate, NY 12584

68-3-6
Antonio & Gemma Tornatore
82 Continental Drive
New Windsor, NY 12553

69-2-12.1
MCB Partnership
521 Green Ridge Street
Scranton, PA 18509

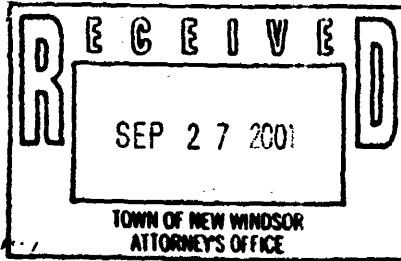
68-3-7.1; 68-3-7.22
Walter & Lovella Nicholas
P.O. Box 579
Vails Gate, NY 12584

68-2-12.12
Sy Realty Corp.
550 Hamilton Ave
Brooklyn, NY 11232

68-3-7.21
David & Elizabeth Betrix
P.O. Box 465
Vails Gate, NY 12584

68-3-8; 68-3-11
Frances Taravella
13 Wintergreen Ave
Newburgh, NY 12550

Date 1/25/01 ,



TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
1/24/01		Zoning Board Mtg	75 00	
		Misc - 6		
		Botsakis - 3		
		Langer - 2		
		Baker - 3		
		Dimiceli - 2		
		Belal/Orange Cty Trust - 5		
		Carbett - 3		
		Mans - 9	148 50	
		33		
			223 50	

BILA FAMILY PARTNERS/OC TRUST

Ms. Charlene Di Nunzio appeared before the board for this proposal.

MR. TORLEY: Request for variation of Section 48-18H(1)(b) Supplemental Sign Regulations to allow: (1) 2.5 ft. height and 6 ft. width variances for 1st facade sign; (2) .5 ft. height for 2nd facade sign; and (3) 2 ft. height and 2 ft. width variance for 3rd facade sign at 366 Windsor Highway, Big V Plaza in a C zone. How many more sign variances are you folks going to be coming for?

MS. DI NUNZIO: This is the only one, we're not handling the, we're only doing Orange County Trust.

MR. BABCOCK: This is the last out building on the site. The one next to Burger King.

MR. TORLEY: The last of a long line.

MS. DI NUNZIO: I have some pictures for you. I'm basically here looking to just to make it a little larger. The way the sign, we're a little higher and a little longer than the code allows.

MR. TORLEY: You're also asking for more signs on your lot too, right?

MS. DI NUNZIO: Yes, we have three facing pretty visible accessways, so we just want identification but they're not that big. With the size of the building they're, with the size of the building, they're not that big.

MR. TORLEY: Mike, if they're allowed one facade sign, right?

MR. BABCOCK: That's correct.

MS. DI NUNZIO: I thought we were allowed two?

MR. BABCOCK: No, one facade, one freestanding. So in that case, for example, sign one would be the

variances from our required area but the other two should be a full size variance.

MS. DI NUNZIO: No, when I spoke with Lou, Mike, because I think we're facing two roads, we're facing Old Forge.

MR. BABCOCK: No.

MS. DI NUNZIO: We're not on the corner there?

MR. BABCOCK: No, you're not on the corner. He may have tried to give you some leeway there. You know, if you've on a corner of a town road, you're really on the corner of the entranceway and Route 32. So--

MS. DI NUNZIO: I only have the elevations.

MR. BABCOCK: Right so--

MS. DI NUNZIO: That's why I thought we had two roadside frontages.

MR. TORLEY: One's a private road?

MR. BABCOCK: Well, the one that they're asking for, the first if you see the denial that says one facade sign they're asking for square footage and then the second one they're asking for the second facade sign, the third denial they're asking for the third facade sign plus the square footage of the appropriate signs.

MR. KANE: With this particular building, Mike, are they, would they be allowed to have a freestanding sign?

MR. BABCOCK: That's correct, yes, they would but--

MR. KANE: We can do in lieu of a freestanding sign.

MR. BABCOCK: Well, the law says that you're allowed one freestanding sign per lot, where this is basically one lot with several buildings on it, so we have already given Shop Rite their variances for their Shop Rite signs which they have several of those and a

directory sign which I would assume that some day Orange County Trust would be on that.

MR. KANE: My point is is that they don't, as a single building, have a right to another freestanding sign. We have already done that for the Big V Plaza.

MR. BABCOCK: That's correct.

MR. TORLEY: There's already been at least another freestanding sign that's going to be there.

MR. BABCOCK: That's correct because the entrance is more than the distance apart.

MS. DI NUNZIO: And they're going on the pylon that's existing through another sign company which I believe is approved with the overall tenants' square footage.

MR. REIS: So your intention is to have a sign on each, northeast and from westerly?

MS. DI NUNZIO: Well, no, the one we're not doing the one with the, this one we're not doing cause that's small but we'd be doing one in this portion, one in this portion and then there's another picture, there's nothing going in that one.

MR. KANE: Would it be on the side facing the street or side facing back toward the plaza?

MS. DI NUNZIO: This would be facing the Big V sign so it's this one in here.

MR. TORLEY: I think we've got a picture of what you're trying to do, this is a preliminary meeting. When you come back at least personally, I'd like to see some indications as to why you wish to have three signs.

MS. DI NUNZIO: Just identification purposes.

MR. TORLEY: At the public hearing and defense of the size of the signs. Our facade signs are by code 2 1/2 x 10 and you're asking for 4 1/2 x 12, 5 x 16 and one is actually smaller 3 x 6.76.

MS. DI NUNZIO: I think it's just per the code.

MR. TORLEY: Well, it's the point.

MS. DI NUNZIO: Because of the way it's sized.

MR. TORLEY: That's why, yeah, why we need you at the public hearing to go over that.

MS. DI NUNZIO: What would you recommend?

MR. KANE: I'm inclined to not have a problem with the second facade sign looking at 32 coming both ways. I can understand that you'll also have one out on the pylons where Shop Rite is, eventually one will be put out there. I don't, I understand but I do have a little problem with the one that may be coming out from the buildings. I can understand why you want it there but I'd like to know why it's absolutely necessary.

MS. DI NUNZIO: It's not necessary.

MR. KANE: We're trying to keep it as good looking as possible.

MS. DI NUNZIO: Exactly.

MR. TORLEY: We're required to grant, if we grant variances to grant them as small as practicable and if you're asking for three signs and allowed one.

MS. DI NUNZIO: We'll try to work with it, if you think you'd be inclined.

MR. KANE: You can work with us and we'll work with you and I think the one that's facing, if you walk out of the proposed K-Mart, that's the sign you're going to be looking at, I don't feel that's necessary for advertisement for your business per se.

MR. MC DONALD: The bedding place we didn't allow that.

MS. DI NUNZIO: Again, this was the dream, okay, so--

MR. KANE: That's why we have the preliminary.

MS. CORSETTI: Wish list.

MS. DI NUNZIO: Exactly.

MR. TORLEY: When you come back for the public hearing, Jim, any other questions at this time? Gentlemen?

MR. REIS: Make a motion that we set up Bila Family Partners/Orange County Trust for their requested variances at 366 Windsor Highway.

MR. MC DONALD: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. KANE	AYE
MR. REIS	AYE
MR. TORLEY	AYE

MR. TORLEY: I'd like to move Kevin Corbett's public hearing up till now. Any objections?

MR. MC DONALD: No, sir.

Received: 10/15/01 9:57AM;

10/15/01 08:54 FAX 8453558249

ent By: Bila Family Partners;

8453558249 -> Town of New Windsor; Page 3

LEWIS SIGN CO.

845 294 8801;

Oct-12-01 2:05PM;

Page 845

03 28 2001 17 21 143 714 129 6492

ARONISH LIEB WITENBERG

Q1184 888

Sent By: BILA FAMILY PARTNERS;

REC: 01 1280;

REC: 28 01 11:45AM;

Page 3/3

BARGAIN AND SALE DEED
With Covenant Against Grantor's Acts

THIS INDENTURE made the 16th day of October the year two thousand,

BETWEEN BILA FAMILY PARTNERSHIP, 158 North Main Street, Florida, NY 10921 and WVR REAL ESTATE II LLC, of the same address, parties of the first part, and WVR REAL ESTATE II LLC, 158 North Main Street, Florida, NY 10921 party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, more particularly bounded and described in Schedule "A" annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

BEING, AND INTENDED TO BE the same premises conveyed to BILA FAMILY PARTNERSHIP and WVR REAL ESTATE II LLC by virtue of the following deeds:

Bila Family Partnership and WVR Real Estate II LLC dated November 4, 1999 and recorded in the Orange County Clerk's Office on December 1, 1999 in Liber S195 of Deeds at page 160.

TO HAVE AND TO HOLD, the premises herein granted to the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid and, if a corporation, the party of the first part covenants that this conveyance is made in the regular course of the business conducted by it.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration of this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed the day and year first above written.

Received: 10/15/01 9:58AM;

8453558249 -> Town of New Windsor; Page 5

10/15/01 08:54 FAX 8453558249

LEWIS SIGN CO.

005

ent By: Bile Family Partners;

845 294 8801;

Oct-12-01 2:05PM;

Page 4/5

03 26 2001 12:25 FAX 212 179 6255

KRONISH LITH WEINERBELL

0003 000

sent By: Bile Family Partners;

045 651 1203;

Nov 28 01 11:45AM;

Page 4/5

IN PRESENCE OF:

Bile Family Partnership

By Jeffrey G. Rosenberg

WVR Real Estate LLC

By Jeffrey G. Rosenberg

Jeffrey G. Rosenberg, Member

STATE OF NEW YORK)

COUNTY OF ORANGE)

On the 16th day of October in the year 2000, before me, the undersigned, personally appeared Jeffrey G. Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Daisy Moyer
Notary Public

DAISY MOYER

Notary Public-State of New York
Commission Expires 1/10/02

RECORD AND RETURN BY MAIL TO:

James G. Sweeney
P.O. Box 806
Cohen, NY 10924

10/15/01 08:54 FAX 8453558249

LEWIS SIGN CO.

006

Sent By: Billa Family Partners;

845 294 8801;

Oct-12-01 2:00PM;

Page 5/5

20-21001 17:26 FAX 212 378 8255

KRONISH LIEB WEINER&HELL

006-006

Sent By: Billa Family Partners;

845 851 1283;

Mar-26-01 11:45AM;

Page 5/5

SCHEDULE "A"

PROPERTY DESCRIPTION OF THE SECTION 65,
BLOCK 2, LOT 12, 35, 36, 37, 38, 39, & 40
VAIRS GATE, ORANGE COUNTY, NEW YORK

Commencing at a point on the easterly line of Old Temple Hill Road, said point being the northwesterly corner of Section 65, Block 2, Lot 34 and the point of beginning;

- 1) Continuing along said easterly line of Old Temple Hill Road, North 26° 48' 38" West, a distance of 1021.71 feet to a point, thence;
- 2) North 26° 31' 42" West a distance of 200.04 feet to a point, thence;
- 3) Leaving said easterly line, North 44° 43' 42" East, a distance of 360.82 feet to a point, thence;
- 4) North 71° 09' 00" East, a distance of 55.70 feet to a point, thence;
- 5) South 57° 11' 00" East, a distance of 322.00 feet to a point, thence;
- 6) North 74° 49' 03" East, a distance of 956.85 feet to a point on the westerly line of Old Forge Hill Road, thence;
- 7) Continuing south along said line, South 08° 01' 28" East, a distance of 222.79 feet to a point, thence;
- 8) South 81° 18' 31" West, a distance of 3.00 feet to a point, thence;
- 9) South 07° 53' 50" East, a distance of 153.07 feet to a point, said point being the intersection of the westerly line of Old Forge Hill Road with the Northerly line of N.Y.S. Route 32, thence;
- 10) Continuing southwesterly along said line of N.Y.S. Route 32, South 06° 41' 00" West, a distance of 10.14 feet to a point, thence;
- 11) South 36° 51' 20" West, a distance of 279.16 feet to a point, thence;
- 12) South 32° 44' 20" West, a distance of 250.65 feet to a point, thence;
- 13) South 36° 33' 22" West, a distance of 372.32 feet to a point, thence;
- 14) South 37° 47' 57" West, a distance of 208.63 feet to a point, thence;
- 15) North 52° 13' 28" West, a distance of 28.50 feet to a point, thence;
- 16) South 37° 46' 32" West, a distance of 45.00 feet to a point, thence;
- 17) South 25° 29' 24" West, a distance of 133.60 feet to a point, thence;
- 18) South 37° 47' 57" West, a distance of 65.41 feet to a point, said point being the southeast corner of Section 65, Block 2, Lot 34, thence;
- 19) North 26° 48' 38" West, a distance of 193.71 feet to a point, thence;
- 20) South 37° 47' 57" West, a distance of 180.65 feet to the point and place of beginning.

Encompassing an area of 1,283,733 square feet or 29.47 acres, more or less.

The above description is prepared in accordance with a plan entitled "Boundary and Topographic Survey" for Billa Partnership, Town of New Windsor, Orange County, New York, prepared by Kusance & Horowitz, P.C., dated February 27, 1908.

C:\W\1010001\17\26\FAX\212\378\8255

Engineering and Environmental Services

LIBER 5382 PAGE 87